



San Bernardino Associated Governments

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•San Bernardino County Transportation Commission •San Bernardino County Transportation Authority
•San Bernardino County Congestion Management Agency •Service Authority for Freeway Emergencies

DATE: August 2, 2006

TO: Consultants/Construction Management/Materials Testing/Construction Surveying Firms

FROM: Darren Kettle, Director of Freeway Construction

SUBJECT: Construction Support Services, State Street/University Parkway Grade Separation with BNSF railroad tracks

Attached with this cover memorandum is our Request for Qualifications (RFQ) for Construction Support Services. The purpose of this RFQ is to select a firm to assist the San Bernardino Associated Governments (SANBAG) with construction of the State Street/University Parkway Grade Separation with the BNSF railroad tracks project.

Those firms or individuals intending to submit Statement of Qualifications (SOQ) should note the schedule contained in Section XI of the attached document. It is our intention, subject to Board approval, to have the selected firm under contract by December, 2006.

Firms will have access to preliminary contract documents from August 3, 2006 through July 10, 2006 by appointment only. Please contact Ms. Christine Coleman at (909) 889-8611 x154, to schedule a review.

Individuals and firms submitting SOQs for this project will be evaluated based on qualifications and experience on similar and relevant projects. Emphasis will be placed on the capabilities of key project individuals.

Also attached for your reference are the ***draft*** Scope of Services, a sample contract, and SANBAG's Consultant Selection and Local Preference Policies. These items may also be found on SANBAG's internet website: www.sanbag.ca.gov under "Latest RFP/RFQ Postings." Please check the website for schedule updates.

Eight (8) copies of the SOQ must be submitted to SANBAG's San Bernardino office by 12:00 P.M., Wednesday, September 13, 2006.

Statement of Qualifications and correspondence shall be directed to:

Mr. Darren Kettle
Director of Freeway Construction
San Bernardino Associated Governments
1170 W. 3rd Street, 2nd Floor
San Bernardino, California 92410-1715

Consultants/ Construction Management/Materials Testing/Construction Surveying Firms
August 2, 2006
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All questions and comments regarding this Request for Qualifications or the project shall be directed to:

Mr. Dennis Saylor
Project Manager
(909) 889-8611 x 132

DK: DS
Attachment

cc: Greg Hefter
Dennis Saylor
File 1020.7.1.1

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY /
SAN BERNARDINO ASSOCIATED GOVERNMENTS
(SANBAG)

REQUEST FOR QUALIFICATIONS

FOR

**CONSTRUCTION MANAGEMENT SERVICES,
MATERIALS TESTING, AND
CONSTRUCTION SURVEYING**

FOR

STATE STREET/UNIVERSITY PARKWAY GRADE SEPARATION

IN

CITY OF SAN BERNARDINO
COUNTY OF SAN BERNARDINO

Contract C07-024

Issued: August 2, 2006

**SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY/
SAN BERNARDINO ASSOCIATED GOVERNMENTS**

REQUEST FOR QUALIFICATIONS

FOR

**CONSTRUCTION MANAGEMENT SERVICES, MATERIALS TESTING, AND
CONSTRUCTION SURVEYING
STATE STREET/UNIVERSITY PARKWAY GRADE SEPARATION**

I. INTRODUCTION

The San Bernardino Associated Governments (SANBAG), acting as the San Bernardino County Transportation Authority, is soliciting Statement of Qualifications (SOQ) from all qualified firms for Construction Management (CM) services, Materials Testing, and Construction Surveying for the State Street/University Parkway Grade Separation Project in both the City of San Bernardino and the County of San Bernardino.

The purpose of this RFQ is to select a consultant able to assist SANBAG with construction support services, including construction management, materials testing, and construction surveying for the State Street/University Parkway Grade Separation project.

Voters in San Bernardino County approved Measure I in November 1989, enacting a one-half cent sales tax for transportation purposes over a 20-year period. SANBAG, which has existed as the County Transportation Commission since 1975, is designated as the Agency to administer the program.

The contract will be awarded without discrimination based on race, religion, color, age, sex, or national origin.

II. PROJECT AND SERVICES DESCRIPTIONS

The San Bernardino Associated Governments (SANBAG) will utilize consultant services to support construction activities for the State Street/University Parkway Grade Separation project.

A general description of the project follows.

PROJECT DESCRIPTION

State Street is an arterial road in the County of San Bernardino with an at-grade crossing of BNSF railroad tracks just north of Cajon Boulevard. On the north side of the at-grade crossing the road is in the City of San Bernardino city limits and becomes University Parkway and continues north past an interchange with I-215 up to Cal State San Bernardino. The proposed project will realign the roadway to the southeast and grade separate the roadway and railroad crossing such that the roadway goes over the BNSF tracks and adjacent Cajon Boulevard. A new bridge will go over the tracks and Cajon with sloped embankments on the north side of the tracks and MSE walled embankment on the south side of Cajon. To accommodate the realignment, there will be some local street realignment south of Cajon Boulevard and a widening/realignment of Short Street to

facilitate a connection between State Street and Cajon. This work is being developed by SANBAG in cooperation with the City of San Bernardino and the County of San Bernardino. The project limits of the corridor improvement extend from Hallmark Parkway on the north through the City of San Bernardino to Blake Street in the County of San Bernardino on the south. SANBAG is responsible for design and construction of this project on behalf of the City and County and will turn over the project to those agencies upon completion of construction. The new bridge, embankments and local street work will be constructed over an approximately 18-24 month period.

The total value of construction for this grade separation work is approximately \$18 Million (State TCRP Funding will be utilized).

SERVICES

SANBAG is soliciting firms for CM services and materials testing and construction surveying for the State Street/University Parkway Grade Separation project. Services are anticipated to generally include pre-construction plan, specification, and estimate (PS&E) reviews; participation in and the evaluation of scheduling of the proposed projects; construction project advertising, bid analysis, and award; construction inspection; contractor interface and contract administration; office engineering; and other assorted duties as appropriate for construction management, as well as materials testing and construction surveying. The detailed scope of services is included as draft Attachment A to the draft contract.

It is recommended that, in addition to a Project Manager, a single point of contact or Senior Resident Engineer be assigned to direct and coordinate all field activities under this contract. Other Resident Engineers or Assistants may be assigned to specific segment responsibilities as needed. Insofar as the Consultant's approach described in the SOQ, the scope of responsibility and the total number of personnel assigned to the project is left to the discretion of the Consultant. Each Statement of Qualifications shall include a preliminary staffing plan *and* an organization chart.

The Consultant shall provide evidence of the firm's ability to adequately and appropriately staff and manage the State Street/University Parkway Grade Separation project. The Consultant should demonstrate its understanding of the scope and project approach for the project. The selected consultant shall provide CM, materials testing and construction surveying for the project.

III. MATERIALS FURNISHED BY SANBAG

All software, data, reports, surveys, drawings, and other documents furnished to the Consultant by SANBAG for the Consultant's use in the performance of services shall be made available only for use in performing the assignment and shall remain the property of SANBAG. All such materials shall be returned to SANBAG upon completion of services, termination of the Agreement, or other such time as SANBAG may determine.

IV. CALTRANS AND LOCAL AGENCY RELATIONSHIP

This State Street/University Parkway Grade Separation project is a local project with no Caltrans oversight. Caltrans standards are being used for the bridge; however, there will be no Caltrans

review or inspection. The project noted herein will be implemented by a construction contract awarded and administered by SANBAG. The project is being constructed both in the City of San Bernardino and the County of San Bernardino and representatives of these entities will be involved in the project. SANBAG will be responsible for, and will be the sole point of contact for all contractual matters. SANBAG will regularly consult with and inform the local agencies of project progress and all significant issues. Upon completion of the project, the project will be turned over to the City of San Bernardino and the County of San Bernardino for the portions in each agencies jurisdiction, for their ongoing maintenance of the facility.

V. CONTRACT TYPE

A cost reimbursable plus percentage fee contract, with a total not to exceed amount, will be issued for the contract. Any services provided by the Consultant, which are not specifically covered by the Contract, will not be reimbursed. It is the Consultant's responsibility to recognize and notify SANBAG when services not covered under the Contract have been requested.

The terms of the Contract will be effective for the duration of the project.

VI. MINORITY BUSINESS OPPORTUNITIES AND LOCAL PRESENCE

No goals have been established for Disadvantaged Business Enterprises (DBE), Women-owned Business Enterprises (WBE), or Disabled Veterans Business Enterprises (DVE) in contracting activities. Because State funds, and not Federal funds, will be utilized for the contract, no goals have been established. **Small business participation is encouraged, however, although there is no specific goal.**

Credit will be given for local presence. SANBAG's Formal Local Presence Policy is attached as part of this RFQ package.

VII. STATEMENT OF QUALIFICATIONS INSTRUCTIONS

Statement of Qualifications (SOQ) will be accepted until 12:00 PM, September 13, 2006. Eight (8) copies are required. SANBAG reserves the right to accept or reject late SOQs at its discretion. Acceptance of a late submittal shall not be construed to mean that SANBAG will accept **any** late SOQ. SOQs shall be delivered to:

Mr. Darren Kettle
Director of Freeway Construction
San Bernardino Associated Governments
1170 W. Third Street, Second Floor
San Bernardino, CA 92410

SOQs must contain the information listed below and must be compiled in the following format:

A. Cover Letter

Provide the following information:

- A statement requesting SANBAG to evaluate the submitted SOQ based upon the Scope of Services for the State Street/University Parkway Grade Separation project.
- Summary description of the work to be performed by firm and each subconsultant firm proposed for the project and an estimate of the percentage of work to be performed by each firm.
- Indicate the location of the office from which the construction management team will be managed.
- In accordance with SANBAG Policy No. 11000-R9, Sect. 7.A.2.f, provide a response to the following question: Has your firm ever been terminated from a contract? If the answer is yes, see item C below.
- A memorandum from a principal from each subconsultant firm indicating the specific portion of services the subconsultant will be performing.

B. Local Presence Report:

For consultant and each subconsultant proposing to perform services from their San Bernardino county office, provide the following business activity information:

- Firm name, address, telephone number, and fax number.
- Name of office principal and title.
- Date office was established in San Bernardino County.
- Number of personnel employed in the San Bernardino office.
- Approximate percentage of work performed on projects within San Bernardino County.
- Representative projects completed within San Bernardino County, date completed, and approximate billings.
- Number of senior management and regular employees working full time out of the San Bernardino County Office.
- Names of personnel proposed to be engaged on the contracted services and their county of residence (informational purposes only).

See SANBAG's Local Preference Policy and Local Presence Report sample format (enclosed).

C. Contract Termination Circumstances:

If consultant has ever been terminated from a contract, describe the facts and circumstances in detail, on a separate sheet. See policy for details.

D. U.S. General Services Administration Standard Form SF330:

"Architect-Engineer Qualifications". The Form SF330 must conform to the following format:

1. Provide a separate Form SF330 for the prime consultant and each subconsultant. Subconsultants need not supply Sections C and H.
2. Prime consultants should list subconsultants in Section C.

3. Provide an Organizational Chart in Section D:
 - Provide a chart for the project.
 - Show the relationships between personnel and support staff who are expected to participate on the project.
 - For each person, indicate the firm with whom they are employed.
 - Show the aspects of the services each person will be responsible for performing.
4. List key personnel in Section E. Section E must conform to the following requirements:
 - Every person whose resume is provided in Section E must also be shown on the organizational chart. Resumes of persons who are not shown on the organization chart will not be considered.
 - Section E, number 13 must describe the function the person will be expected to fulfill in connection with the project.
 - Section E, number 17 must list the person's active registrations in California, with the California Registration Number. Personnel (Resident Engineers / Inspectors) in responsible charge of Construction Management Services must be registered Civil Engineers in the State of California.
 - Section E, number 19 should provide a brief history of each person's relevant project experience, including descriptions of his/her role and tasks that he/she performed on each project. Also, identify key tasks each person is expected to perform for these projects under his/ her assigned function.
5. Section F should conform to the following requirements:
 - Projects listed in Section F must be projects worked on by personnel shown on the organizational chart and whose resumes are included in Section E. For each project listed, the personnel included in Section E who worked on the project and their project position must be shown.
 - In Section F, number 23, include the owner's telephone number and the name of a contact person who can provide a reference. Also include the name and telephone number of the primary contact for the prime consultant, if necessary. Projects without references and telephone numbers will not be considered. List no more than ten projects.
 - In Section F, number 24, indicate the project value, the contract value, and the respective values (project and contract) for which the firm was responsible, describe the nature of the firm's responsibility and indicate whether the firm was the prime consultant or a subconsultant.
 - Additional information may be provided in Section F to highlight or expand on experience from projects that are especially applicable to the proposed Scope of Services, including an indication of the scope of related services for which the consultant was responsible.
6. Section H should demonstrate the consultant's approach and understanding of the proposed scope of services. This section should provide a detailed discussion of the work tasks and management activities necessary for project completion of the State

Street/University Parkway Grade Separation Project. A preliminary staffing plan based upon SANBAG's preliminary schedule should be included. Discussion topics for consideration may include:

- Key project issues, constraints, and critical path items.
- Narrative discussing team organization, coordination, and information flow in reference to the proposed organizational chart.
- Technical and proactive approaches to key services.
- Unique team experience applicable to the proposed Scope of Services.
- Flexibility of proposed roles and responsibilities.
- Quality Assurance and Control.
- Project management, control capabilities, and procedures.
- Plan reviews and response procedures.
- Concurrent assignment of proposed key consultant and subconsultant personnel on other projects.

Where the Scope of Services does not adequately define the tasks required to provide complete professional services, provide descriptions of recommended additional services and programs.

E. Contract Comments:

Provide a written discussion of any objections or concerns relative to the Terms and Conditions of SANBAG's contract. Please note that SANBAG reserves the right to disqualify any consultant that does not provide a complete written discussion of its contractual objections or to disqualify any consultant based on objections that SANBAG considers non-negotiable. SANBAG does not anticipate making substantive changes to its Terms and Conditions.

F. Entire Statement of Qualifications:

The Consultant's SOQ package is limited to 45 (8 ½" x 11") pages single-sided. The page limit does not include the outside cover, section dividers, cover letters and subconsultant commitment memorandum, contract comments, or duplication of the organizational chart. SOQs that do not contain the required information or do not contain the required number of copies, eight (8), will not be accepted.

G. Changes:

During the selection process, any changes in key consultant or subconsultant personnel proposed in the SOQ must be brought to the attention of SANBAG immediately.

VIII. CONSULTANT SELECTION

The primary objective of SANBAG is to select highly qualified firms to perform necessary professional services for SANBAG at a fair and reasonable cost. Firms may obtain a copy of the consultant selection policy by accessing the SANBAG website. In addition, SANBAG has established the following criteria for the selection process:

- A. The selection process shall be fair, open, and competitive.
- B. The selection of the consultant firms will be based on clearly stated objectives.
- C. Selection of private consultants/firms shall be based upon demonstrated competence, professional qualifications, experience, and capabilities to perform the required services at a fair and reasonable price to SANBAG, rather than competitive bidding process.
- D. Upon review of the SOQs, a shortlist of firms will be invited to prepare for an interview. The pending contract will be awarded to the responsible, responsive firm best conforming to the RFQ, and is in the opinion of SANBAG, most advantageous to SANBAG. SANBAG reserves the right to reject any and all SOQs and to negotiate with any responsible, responsive firm. SANBAG is under no obligation to issue contracts for the subject services.

IX. NEGOTIATIONS AND ENGAGEMENT

Following the selection of a consultant, the selected firm will submit a cost proposal and participate in contract negotiations with SANBAG staff. For the due date of the contract cost proposal, please refer to the attached consultant selection schedule in Section XI.

The final contract and Scope of Services will be negotiated. Consultants are encouraged to include in their SOQ any comments relating to the Scope of Services. In addition, Consultants are reminded that *any* comments regarding the Terms and Conditions of SANBAG's standard contract must be noted in the SOQ. SANBAG reserves the right to disqualify any firm that does not provide written discussions of any disagreements it has relative to SANBAG's Terms and Conditions. SANBAG does not anticipate making any substantive changes to its Terms and Conditions.

X. CONFLICT OF INTEREST

The selected consultant will not be prevented from participating in future projects to the extent that no direct conflict of interest exists at the time. Firms responsible for a project's design may not participate in construction management/construction inspection of the project. The determination of a conflict of interest, direct or incidental, shall be at the sole discretion of SANBAG.

XI. SCHEDULE FOR CONSULTANT SELECTION

Issue Request for Qualifications	August 2, 2006
Statement of Qualifications Due	September 13, 2006
Shortlist and Notify Consultants (Anticipated)	October 3, 2006
Interview Shortlisted Consultants (Anticipated)	October 17, 2006
Select Consultant (Anticipated)	October 18, 2006
Contract Cost Proposal Due (Anticipated)	October 25, 2006
Major Projects Committee Approval	November 9, 2006
SANBAG Board Approval (estimated)	December 6, 2006

Notice to Proceed (estimated)

December 15, 2006

Dates are subject to change. Schedule updates will be posted on SANBAG's internet website: www.sanbag.ca.gov under "Latest RFP/RFQ Postings."

Contact List:

Appointment/Document Requests:	Christine Coleman or Deanne Oberdank	(909) 889-8611 x154 (909) 889-8611 x 136
Questions/Comments:	Dennis Saylor	(909) 889-8611 x132

Sample Document - other formats may be submitted

LOCAL PRESENCE REPORT
CONSULTANT BUSINESS ACTIVITY INFORMATION

TO: SAN BERNARDINO ASSOCIATED GOVERNMENTS

RE: REQUEST FOR QUALIFICATIONS
CONSTRUCTION MANAGEMENT, MATERIALS TESTING, AND CONSTRUCTION
SURVEYING- STATE STREET/UNIVERSITY PARKWAY GRADE SEPARATION

Name of Firm _____

Address _____

Phone _____ FAX _____

Name of Office Principal _____

Title _____

Date Local Office Established _____

Number of personnel employed at this office _____

Approximate volume of work performed on projects within San Bernardino County _____ %

Representative projects completed within San Bernardino County:

<u>Project</u>	<u>Date completed</u>	<u>Approx billings</u>
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

(Use additional sheets if required)

CONSULTANT BUSINESS ACTIVITY INFORMATION (cont)

Name of Firm _____

Indicate number of senior management and regular employees working out of the San Bernardino office:

<u>Position</u>	<u>Number</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

FOR INFORMATIONAL PURPOSES ONLY
(The following shall not be used in determining local preference credit)

Personnel proposed to be engaged on the contracted services:

<u>Name</u>	<u>County of Residence</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

(Use additional sheets if required)

Draft
CONTRACT NO: C07-024

EFFECTIVE DATE: TBD

by and between

**San Bernardino Associated Governments/San Bernardino
County Transportation Authority**

and

TBD

For

**Construction Management, Materials Testing, and Construction
Surveying Services**

for

State Street/University Parkway Grade Separation Project

in

**City of San Bernardino, California
County of San Bernardino**

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Draft
CONTRACT

FOR
CONSULTING SERVICES

This Contract, entered into this xxx day of xxx, 2006, by the firm of TBD (hereinafter called CONSULTANT) whose address is:

and San Bernardino Associated Governments/San Bernardino County Transportation Authority (hereinafter called SANBAG) whose address is:

1170 W. 3rd Street, Second Floor
San Bernardino, California 92410

Whereas, SANBAG desires CONSULTANT to perform certain technical services as hereinafter described and CONSULTANT desires to do so for the compensation and in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, the parties hereto agree as follows:

Article 1 Description of Services

CONSULTANT agrees to perform Services set forth in Attachment "A", in accordance with the professional landscape architecture construction management standards which are generally accepted in the State of California, in accordance with the terms and conditions expressed herein and in the sequence, time, and manner defined therein. The word "Services," as used herein, includes without limitation, the performance, fulfillment and discharge by CONSULTANT of all obligations, duties, tasks, and services imposed upon or assumed by CONSULTANT hereunder; and the Services performed hereunder shall be completed to the satisfaction of SANBAG, with their satisfaction being based on prevailing landscape architecture construction management standards.

Article 2 Performance Schedule and Force Majeure

2.1 The Period of Performance by CONSULTANT under this Contract shall commence on xxxxxx, 2006 and shall continue in effect for thirty-six (36) months or until otherwise terminated or canceled as hereinafter directed, or

unless extended by direction of SANBAG.

- 2.2 CONSULTANT shall not be considered in default in the performance of its duties and obligations with respect to schedule performance to the extent that the performance of any obligation is prevented or delayed by Force Majeure. In any event, CONSULTANT shall use its best efforts to minimize any schedule extension or additional cost to SANBAG resulting from such delay. Force Majeure includes, but is not limited to, acts of God or of the public enemy, acts or failures to act of other agencies, in either their sovereign or contractual capacity, voter initiatives, legal actions, changes in law, fires, floods, labor disputes, freight embargoes, unusually severe weather and interference caused by, or failure to act of, SANBAG, SANBAG'S consultants (other than CONSULTANT), or other third parties. In every case, the failure to perform must be completely beyond the control and without the fault or negligence of CONSULTANT.

Article 3 Contract Price and Cost Principles

- 3.1 Full compensation to CONSULTANT for full and complete performance of Services, compliance with all the terms and conditions of this contract, payment by CONSULTANT of all obligations incurred in, or application to, CONSULTANT'S performance of Services, and for which CONSULTANT shall furnish all personnel, facilities, equipment, materials, supplies, and services (except as may be explicitly set forth in this Contract as furnished by SANBAG), the total compensation to CONSULTANT shall not exceed the amounts set forth in 3.2 below.
- 3.2 The total cost shall not exceed \$xxxxxx with a contingency of \$xxxxxx for a total contract cost of \$xxxxxx. Services to be provided under terms of this contract are to be provided on an as needed basis and compensated for as set forth in Attachment "B" which is incorporated herein by reference. Utilization of the contingency is not permitted unless directed in writing by SANBAG Project Manager. CONSULTANT'S fee for services is included in the total estimated contract cost and shall be based on a fixed percentage rate, as noted in Attachment "B". CONSULTANT'S fee will be paid by SANBAG on an **earned** basis as set forth in Section 6.5.
- 3.3 CONSULTANT'S overhead rates will be fixed, as agreed upon in Attachment "B" for the duration. The fixed overhead rate will not be subject to adjustment. The maximum salary rate established for this contract is \$60.00 per hour and shall remain at this rate for the duration of this contract. Overtime and premium labor rates are not permitted without prior authorization from SANBAG.
- 3.4 Not used.
- 3.5 Not used.

- 3.6 Any Services provided by the CONSULTANT not specifically covered by the Scope of Services (Attachment "A") shall not be compensated without prior written authorization from SANBAG. It shall be CONSULTANT's responsibility to recognize and notify SANBAG when services not covered by the Scope of Services have been requested or are required. All changes and/or modifications to the Scope of Services shall be made in accordance with Article 12, Changes.

Article 4 Availability of Funds

This Contract is awarded on the contingency of availability of funds. The obligation of SANBAG is conditioned upon the availability of funds which are allocated and available for the payment of such an obligation. If funds are not allocated and available for the continuance of Services performed by CONSULTANT, Services directly or indirectly involved may be suspended or terminated by SANBAG at the end of the period for which funds are available. When SANBAG becomes aware that any portion of Services which will or may be affected by a shortage of funds, it will immediately so notify CONSULTANT. Nothing herein shall relieve SANBAG from its obligation to compensate CONSULTANT for Services performed pursuant to this Contract. No penalty shall accrue to SANBAG in the event this provision is exercised.

Article 5 Taxes, Duties, Fees

Except to the extent expressly provided otherwise elsewhere in this Contract, CONSULTANT shall pay when due, and the compensations set forth in "Article 3" shall be inclusive of all a) local, municipal, state, and federal sales and use taxes, b) excise taxes, c) taxes on personal property owned by CONSULTANT, and d) all other governmental fees and taxes or charges of whatever nature applicable to CONSULTANT to enable it to conduct business.

Article 6 Invoicing and Payments

- 6.1 Except to the extent expressly stated otherwise elsewhere in this Contract, the compensation of CONSULTANT as provided herein shall be payable in monthly payments, forty-five (45) calendar days after receipt by SANBAG of an invoice prepared in accordance with instructions below.
- 6.2 CONSULTANT shall prepare all invoices in a form satisfactory to and approved by SANBAG and it shall be accompanied by documentation supporting each element of measurement and/or cost. Each invoice will be for a four to five week period. Any invoice submitted which fails to comply with the terms of this Contract, including the requirements of form and documentation, may be returned to CONSULTANT. Any costs incurred by CONSULTANT in connection with the resubmission of a proper invoice shall be at CONSULTANT'S sole expense.

- 6.3 CONSULTANT shall furnish evidence, satisfactory to SANBAG, that all labor and materials furnished and equipment used during the period covered by the invoice have been incurred. SANBAG shall not be obligated to make payments to CONSULTANT until CONSULTANT furnishes such evidence.
- 6.4 CONSULTANT shall include a statement and release with each invoice, satisfactory to SANBAG, that CONSULTANT has fully performed Services pursuant to this Contract for the period covered, and that all claims of CONSULTANT and its subcontractors for Services during the period will be satisfied upon the making of such payment. SANBAG shall not be obligated to make payments to CONSULTANT until CONSULTANT furnishes such statement and release.
- 6.5 CONSULTANT shall submit progress invoices, (marked with SANBAG'S contract and job numbers) to SANBAG each month within fifteen (15) calendar days after the cutoff date. Progress invoices shall include request for payment for Services (including additional Services authorized by SANBAG's contract manager) completed by CONSULTANT during each progress billing period. The cutoff date for CONSULTANT'S progress invoice shall be consistent from each period. Each progress payment shall be for cost incurred plus the **earned** fee completed by CONSULTANT, as determined by SANBAG in accordance with the terms of this Contract and approved by SANBAG, as of the working day nearest the mutually agreed cutoff date. Earned fee shall be calculated by multiplying percent complete for the applicable phase of the project by the **CONSULTANT's direct labor and overhead** for each phase. Payment shall not be construed to be an acceptance of Services.
- 6.6 CONSULTANT shall forfeit the fee portion of the progress payment for the period if CONSULTANT fails to submit an invoice within sixty (60) calendar days after the cutoff date.
- 6.7 CONSULTANT shall forfeit all costs incurred if CONSULTANT fails to submit an invoice within one-hundred twenty (120) calendar days after the cutoff date.

Article 7 Documentation and Right of Audit

- 7.1 CONSULTANT shall keep and maintain all books, papers, records, accounting records including but not limited to all direct and indirect costs allocated to Services, files, accounts, reports, cost proposals with backup data, and all other material relating to Services. Consultant shall upon request, make all such materials available to SANBAG or its designee at any reasonable time during the term of the contract and for three (3) years from the date of final payment to CONSULTANT, for auditing, inspection and copying. CONSULTANT shall insert in each of its subcontracts the above

requirement.

- 7.2 The State, the state auditor, FHWA or any duly authorized representative of the Federal Government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, any documents of the Consultant that are pertinent to the contract for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

Article 8 Responsibility of the CONSULTANT

- 8.1 The CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of all calculations, drawings, notes and other services furnished by the CONSULTANT under terms of this Contract.
- 8.2 In addition to any other requirements of this Contract or duties and obligations imposed on CONSULTANT by law, the CONSULTANT shall, as an integral part of its services, employ quality control procedures that identify potential risks and uncertainties related to construction of the project and the services performed by CONSULTANT within the areas of CONSULTANT services and expertise. Risks that may be encountered include, but are not limited to, soil conditions, constructability, factors of safety, impact on adjacent properties, public safety, and environmental considerations. At any time during performance of the contracted Scope of Services, should the CONSULTANT observe, encounter, or identify any unusual circumstances or uncertainties which could pose potential risk and uncertainties, CONSULTANT shall immediately document such matters and notify SANBAG of said circumstances and related concerns. CONSULTANT shall also similarly notify SANBAG in regard to the possibility of any natural catastrophe, potential failure, or any situation that exceeds design assumptions and could precipitate a failure. Notifications under this paragraph shall be specific, clear and timely, and in a form which will enable SANBAG to understand and evaluate the magnitude and effect of the risk and uncertainties involved.

Article 9 Reporting Requirements/Deliverables

All Reports and deliverables shall be submitted in accordance with Attachment "A".

Article 10 Permits and Licenses

CONSULTANT shall (without additional compensation) keep current all governmental permits, certificates and licenses (including professional licenses) necessary for CONSULTANT to perform Services.

Article 11 Technical Direction

- 11.1 Performance of Services under this Contract shall be subject to the technical direction of the SANBAG Contract Manager, or his designee, as identified in Attachment "A", Scope of Services, attached to this Contract. The SANBAG Contract manager will identify his designee, in writing to CONSULTANT, with the notice to proceed and subsequently with any changes during the contract period. The term "Technical Direction" is defined to include, without limitation:
 - 11.1.1 Directions to the CONSULTANT which redirect the contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details or otherwise serve to accomplish the contractual Scope of Services.
 - 11.1.2 Provision of written information to the CONSULTANT which assists in the interpretation of drawings, reports, or technical portions of Service description.
 - 11.1.3 Review and, where required by the contract, approval of technical reports, drawings, specifications and technical information to be delivered by the CONSULTANT to SANBAG or Caltrans under the contract.
- 11.2 Technical direction must be within the Scope of Services in the contract. The SANBAG Contract Manager or designee does not have the authority to, and may not, issue any technical direction which:
 - 11.2.1 Constitutes an assignment of additional Services outside the Scope of Services;
 - 11.2.2 Constitutes a change as defined in the contract clause entitled "Changes";
 - 11.2.3 In any manner causes an increase or decrease in the Contract's estimated cost or price or the time required for contract performance;
 - 11.2.4 Changes any of the expressed terms, conditions or specifications of the contract; or
 - 11.2.5 Interferes with the CONSULTANT'S right to perform the terms and conditions of the contract.
 - 11.2.6 A failure of the CONSULTANT and Contract Manager to agree that the technical direction is within the scope of the contract, or a failure to agree upon the contract action to be taken with respect

thereto shall be subject to the provisions of the clause entitled "Disputes".

- 11.3 All technical directions shall be issued in writing by the SANBAG Contract Manager or his designee.
- 11.4 The CONSULTANT shall proceed promptly with the performance of technical directions duly issued by the SANBAG Contract Manager or his designee, in the manner prescribed by this article and within his authority under the provisions of this clause. If, in the opinion of the CONSULTANT, any instruction or direction by the SANBAG Contract Manager or his designee, falls within one of the categories defined in 11.2.1 through 11.2.5 above, the CONSULTANT shall not proceed but shall notify the Contract Manager in writing within five (5) working days after receipt of any such instruction or direction and shall request the Contract Manager to modify the contract accordingly. Upon receiving the notification from the CONSULTANT, the Contract Manager shall:
 - 11.4.1 Advise the CONSULTANT in writing within thirty (30) days after receipt of the CONSULTANT'S letter that the technical direction is or is not within the scope of the contract "Changes" clause of the contract;
 - 11.4.2 Advise the CONSULTANT within a reasonable time that SANBAG will or will not issue a written change order.

Article 12 Changes

- 12.1 The Services shall be subject to changes by additions, deletions, or revisions thereto by SANBAG. CONSULTANT will be advised of any such changes by written notification from SANBAG describing the change.
- 12.2 Promptly after such written notification of change is given to CONSULTANT by SANBAG, CONSULTANT and SANBAG will attempt to negotiate a mutually agreeable change in compensation or time of performance and amend the Contract accordingly. If sufficient funds exist in the contingency, SANBAG may, at its option, provide written direction to CONSULTANT that contingency funds may be used for compensation for the change. If CONSULTANT and SANBAG are unable to agree on the compensation change, the CONSULTANT may make a claim per Article 20, CLAIMS. CONSULTANT shall have no obligation to perform the changes, and shall not be entitled to compensation for Services performed on such changes, prior to the execution of the change order relating to the changes required by SANBAG.
- 12.3 CONSULTANT shall not suspend performance of this Contract during the negotiation of any change order, except as may be directed by SANBAG.

CONSULTANT shall perform all changes in accordance with all the terms of this contract.

Article 13 Federal and State Mandatory Provisions

13.1 Equal Employment Opportunity/Nondiscrimination

13.1.1 In connection with the execution of this contract, the CONSULTANT shall not discriminate directly or indirectly against any employee or applicant for employment because of race, color, religion, sex, age, or national origin. The CONSULTANT shall take action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selections of training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of the Equal Opportunity clause.

13.1.2 The CONSULTANT shall, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, state that all qualified applications shall receive consideration for employment without regard to race, color, religion, sex, age, or national origin.

13.1.3 The CONSULTANT shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers representative of the CONSULTANT's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

13.1.4 The CONSULTANT shall comply with all provisions of Executive Order No 11246 as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR, Part 60), and shall permit access to its books, records, and accounts by SANBAG and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

13.1.5 In the event of the CONSULTANT'S noncompliance with the Equal Opportunity clause of this contract or any of the said rules,

regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the CONSULTANT may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR, Part 60).

- 13.1.6 The CONSULTANT shall include the provisions of paragraphs (13.1.1) through (13.1.6) of this Section in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 112346 as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR, Part 60), so that such provisions will be binding upon each subcontract or vendor. The CONSULTANT shall take such action with respect to any subcontract or purchase order as SANBAG may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event the CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by SANBAG, the CONSULTANT may request SANBAG to enter into such litigation to protect the interests of SANBAG.

13.2 Handicapped Workers

- 13.2.1 The CONSULTANT will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The CONSULTANT agrees to take action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Article 14 Conflict of Interest

- 14.1 The CONSULTANT agrees that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The CONSULTANT further agrees that in the performance of this Agreement, no person having any such interest shall be employed.

- 14.2 No portion of the funds received by the CONSULTANT under this Agreement shall be used for political activity or to further the election or defeat of any candidate for public office.

Article 15 Key Personnel

- 15.1 The personnel specified in 15.2 below are considered to be essential to Services being performed hereunder. Prior to diverting any of the specified individuals to other projects, or reallocation of tasks and hours of Services which are the responsibility of key personnel to other personnel, the CONSULTANT shall notify SANBAG reasonably in advance and shall submit justifications (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the project. Diversion or reallocation of key personnel shall be subject to written approval by SANBAG. SANBAG also reserves the right to approve proposed substitutions for key personnel.

- 15.2 Key Personnel are:
-

Article 16 Representations

CONSULTANT agrees with SANBAG that services supplied by CONSULTANT in performance of this Contract shall be supplied by personnel who are careful, skilled, experienced and competent in their respective trades or professions. CONSULTANT agrees that he is supplying professional services, findings, and/or recommendations in the performance of this Contract and agrees with SANBAG that the same shall conform with the professional landscape architecture construction management principles and standards which are generally accepted in the State of California.

Article 17 Proprietary Rights/Confidentiality

- 17.1 If, as a part of the Contract, CONSULTANT is required to produce Products, then CONSULTANT, if requested by SANBAG, shall deliver to SANBAG the original of all such Products which shall become the property of SANBAG.
- 17.2 All materials, documents, data or information obtained from SANBAG's data files or any SANBAG medium furnished to CONSULTANT in the performance of this Contract will at all times remain the property of SANBAG. Such data or information may not be used or copied for direct or indirect use outside of this Project by CONSULTANT without the express written consent of SANBAG.
- 17.3 Except as reasonably necessary for the performance of Services, CONSULTANT and its employees and agents shall hold in confidence the

materials and information referred to in this Article 17, PROPRIETARY RIGHTS/CONFIDENTIALITY, which are produced by CONSULTANT for SANBAG in the performance and completion of CONSULTANT'S Services under the Contract, until released in writing by SANBAG, except to the extent such materials and information become a part of public domain information through no fault of CONSULTANT, or its employees or agents.

- 17.4 CONSULTANT shall not use SANBAG'S name or photographs of the Project in any professional publication, magazine, trade paper, newspaper, seminar or other medium without first receiving the express written consent of SANBAG.
- 17.5 All press releases relating to the Project or this Contract, including graphic display information to be published in newspapers, magazines, and other publications, are to be made only by SANBAG unless otherwise agreed to by CONSULTANT and SANBAG.
- 17.6 CONSULTANT agrees that it, and its employees, agents, and subcontractors will hold confidential and not divulge to third parties without the prior written consent of SANBAG, any information obtained by CONSULTANT from or through SANBAG in connection with CONSULTANT's performance of this Contract, unless (a) the information was known to CONSULTANT prior to obtaining same from SANBAG pursuant to a prior contract; or (b) the information was at the time of disclosure to CONSULTANT, or thereafter becomes part of the public domain, but not as a result of the fault or an unauthorized disclosure of CONSULTANT or its employees, agents, or subcontractors, or (c) the information was obtained by CONSULTANT from a third party who did not receive the same, directly or indirectly, from SANBAG and who had, to CONSULTANT'S knowledge and belief, the right to disclose the same.

Article 18 Terminations

- 18.1 Termination for Convenience. SANBAG shall have the right at any time, with or without cause, to terminate further performance of any part of all of the Services by written notice to CONSULTANT specifying the services to be terminated and the date of termination. On the date of such termination stated in said notice, CONSULTANT shall discontinue performance of Services and shall preserve Work in progress and completed Work, pending SANBAG'S instruction, and shall turn over such Work in accordance with SANBAG's instructions.
 - 18.1.1 CONSULTANT shall deliver to SANBAG, in accordance with SANBAG'S instructions, all Products prepared by CONSULTANT or its subcontracts or furnished to CONSULTANT by SANBAG. Upon such delivery, CONSULTANT may then invoice SANBAG for payment in

accordance with the terms hereof.

18.1.2 If CONSULTANT has fully and completely performed all obligations under this Contract up to the date of termination, CONSULTANT shall be entitled to receive from SANBAG as complete and full settlement for such termination a pro rata share of the contract cost and a pro rata share of any fixed fee, for such Services satisfactorily executed to the date of termination.

18.1.3 CONSULTANT shall be entitled to receive the actual cost incurred by CONSULTANT to return CONSULTANT's field tools and equipment, if any, to it or its suppliers' premises, or to turn over Work in progress and Products in accordance with SANBAG's instructions plus the actual cost necessarily incurred in effecting the termination.

18.2 Termination for Cause. In the event CONSULTANT shall file a petition in bankruptcy, or shall make a general assignment for the benefit of its creditors, or if a petition in bankruptcy shall be filed against CONSULTANT or a receiver shall be appointed on account of its solvency, or if CONSULTANT shall default in the performance of any express obligation to be performed by it under this Contract and shall fail to immediately correct (or if immediate correction is not possible, shall fail to commence and diligently continue action to correct) such default within ten (10) calendar days following written notice thereof, SANBAG may, without prejudice to any other rights or remedies SANBAG may have, (a) hold in abeyance further payments to CONSULTANT; (b) stop any services of CONSULTANT or its subcontractors related to such failure until such failure is remedied; and/or (c) terminate this Contract by written notice to CONSULTANT specifying the date of termination. In the event of such termination by SANBAG, SANBAG may take possession of the Products and finish Services by whatever method SANBAG may deem expedient. A waiver by SANBAG of one default of CONSULTANT shall not be considered to be a waiver of any subsequent default of CONSULTANT, nor be deemed to waive, amend, or modify any term of this Contract.

18.2.1 In the event of termination CONSULTANT shall deliver to SANBAG all finished and unfinished Products prepared by CONSULTANT or its subcontractors or furnished to CONSULTANT by SANBAG.

18.3 All claims for compensation or reimbursement of costs under any of the foregoing provisions shall be supported by documentation submitted to SANBAG, satisfactory in form and content to SANBAG and verified by SANBAG. In no event shall CONSULTANT be entitled to any prospective profits or any damages because of such termination.

Article 19 Stop Work Orders

Upon failure of CONSULTANT or its subcontractors to comply with any of the requirements of this Contract, SANBAG shall have the authority to stop any operations of CONSULTANT or its subcontractors affected by such failure until such failure is remedied or to terminate this Contract in accordance with Article 18. No part of the time lost due to any such stop orders shall be made the subject of a claim for extension of time or for increased costs or damages by CONSULTANT.

Article 20 Claims

CONSULTANT shall give SANBAG written notice within seven (7) days after the happening of any event which CONSULTANT believes may give rise to a claim by CONSULTANT for an increase in the Contract Price or in the scheduled time for performance. Within fourteen (14) days after the happening of such events, CONSULTANT shall supply SANBAG with a statement supporting CONSULTANT'S claim, which statement shall include CONSULTANT'S detailed estimate of the change in Contract Price and scheduled time occasioned thereby. SANBAG shall not be liable for, and CONSULTANT hereby waives, any claim or potential claim of CONSULTANT of which CONSULTANT knew or should have known and which was not reported by CONSULTANT in accordance with the provisions of this Article. CONSULTANT agrees to continue performance of Services during the time any claim of CONSULTANT hereunder is pending. SANBAG shall not be bound to any adjustments in the Contract Price or scheduled time for CONSULTANT's claim unless expressly agreed to by SANBAG in writing and any such adjustments in the Contract Price so agreed to in writing shall be paid to CONSULTANT by SANBAG. No claim hereunder by CONSULTANT shall be allowed if asserted after final payments under this Contract.

Article 21 Insurance

In order to accomplish the indemnification herein provided for, but without limiting the indemnification, CONSULTANT shall secure and maintain throughout the term of the contract the following types of insurance with limits as shown:

- 21.1 Professional Liability Insurance coverage in an amount not less than \$1,000,000, per claim and in the aggregate. CONSULTANT shall secure and maintain this Insurance throughout the term of this contract and for a minimum of three (3) years after completion and acceptance of Services by SANBAG.
- 21.2 Workers' Compensation Insurance or state-approved self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employers Liability with \$250,000 limits, covering all persons providing services on behalf of CONSULTANT.

- 21.3 Comprehensive General Liability Insurance or Commercial General Liability Insurance, including coverage for Premises and Operations, Contractual Liability, Personal Injury Liability, Broad-Form Property Damage and Independent Contractors' Liability, in an amount of not less than \$1,000,000 per occurrence, combined single limit, and \$3,000,000 in the aggregate written on an occurrence form.
- 21.4 Comprehensive Automobile Liability Coverage, including owned, non-owned and hired automobiles, in an amount of not less than \$1,000,000 per occurrence, combined single limit, and in the aggregate written on an occurrence form.
- 21.5 Proof of Coverage. CONSULTANT shall immediately furnish certificates of insurance to SANBAG evidencing the insurance coverage required above, prior to the commencement of performance of services hereunder, and such certificates shall include San Bernardino Associated Governments/San Bernardino County Transportation Authority and Fluor Daniel, Inc. (project administration consultant) as additional insured on Comprehensive General Liability Insurance or Commercial General Liability Insurance and auto insurance. The certificates shall provide that such insurance shall not be terminated without thirty (30) days written notice to SANBAG, and CONSULTANT shall maintain such insurance from the time CONSULTANT commences performance of services hereunder until the completion of such services.

Article 22 Indemnity

CONSULTANT agrees to indemnify, hold harmless, and defend SANBAG, and their officers, employees (past and present), agents, and representatives including Fluor Daniel, Inc., from and against:

- 22.1 Any claim, cause of action, liability, loss, cost or expense arising from infringement or improper appropriation or use by SANBAG of trade secrets, proprietary information, know-how, copyright rights or inventions, arising out of the use of methods, processes, designs, information, or other items furnished or communicated to SANBAG by CONSULTANT in connection with performance of Services; and
- 22.2 Any claim, cause of action, liability, loss, cost or expense, on account of injury to or death of persons or damage to or loss of property to the extent it arises out of or is alleged to arise out of the negligence or willful misconduct of CONSULTANT or its subcontractors, employees, or agents, in the performance of Services, and includes any and all expenses, including reasonable attorneys' fees, incurred by SANBAG for legal action to enforce CONSULTANT'S indemnification obligations hereunder.

Article 23 Ownership of Drawings and Data

All drawings, specifications reports and other data including computer programs developed by CONSULTANT under this agreement shall become the property of SANBAG when prepared, whether delivered to SANBAG or not.

Article 24 Subcontracts

- 24.1 CONSULTANT shall not subcontract performance of all or any portion of Services under this Contract, excepting subcontractors listed in the CONSULTANT'S proposal, without first notifying SANBAG of the intended subcontracting and obtaining SANBAG'S approval in writing of the subcontracting and the subcontractor. The definition of subcontractor and the requirements for subcontractors hereunder shall include all lower-tier subcontracts.
- 24.2 CONSULTANT agrees that any and all subcontractors of CONSULTANT will comply with the terms of this Contract applicable to the portion of Services performed by them. If requested by SANBAG, CONSULTANT shall furnish SANBAG a copy of the proposed subcontract for SANBAG'S approval of the terms and conditions thereof and shall not execute such subcontract until SANBAG has approved such terms and conditions. SANBAG approval shall not be unreasonably withheld.
- 24.3 Approval by SANBAG of any services to be subcontracted and the subcontractor to perform said services will not relieve CONSULTANT of any responsibility or liability in regard to the acceptable and complete performance of said services.

Article 25 Inspection and Access

SANBAG shall at all times have access during normal business hours to CONSULTANT's operations and products wherever they are in preparation or progress, and CONSULTANT shall provide sufficient, safe, and proper facilities for such access and inspection thereof. Inspection or lack of inspection by SANBAG, shall not be deemed to be a waiver of any of their rights to require CONSULTANT to comply with the Contract or to subsequently reject unsatisfactory services or products.

Article 26 Independent Contractor

CONSULTANT is and shall be at all times an independent CONTRACTOR. Accordingly, all Services provided by CONSULTANT shall be done and performed by CONSULTANT under the sole supervision, direction and control of CONSULTANT. SANBAG shall rely on CONSULTANT for results only, and shall have no right at any time to direct or supervise CONSULTANT or CONSULTANT's employees in the performance of Services or as to the manner, means and methods

by which Services are performed. All workers furnished by CONSULTANT pursuant to this Contract, and all representatives of CONSULTANT, shall be and remain the employees or agents of CONSULTANT or of CONSULTANT's subcontractor(s) at all times, and shall not at any time or for any purpose whatsoever be considered employees or agents of SANBAG.

Article 27 Precedence

- 27.1 The Contract documents consist of these General Terms and Conditions and Attachment "A", Scope of Services, Attachment “B” Billing Rate Schedule, CONSULTANT's Statement of Qualifications and SANBAG's Request for Qualifications are incorporated herein by reference.
- 27.2 The following order of precedence shall apply:
- 27.2.1 This Contract, its General Terms and Conditions, and Attachments
- 27.2.2 CONSULTANT's Statement of Qualifications
- 27.2.3 SANBAG's Request for Qualifications
- 27.3 In the event of an express conflict between the documents listed in Article 27.2, or between any other documents which are a part of the Contract, CONSULTANT shall notify SANBAG immediately and shall comply with SANBAG's resolution of the conflict.

Article 28 Communications and Notices

- 28.1 Any and all notices permitted or required to be given hereunder shall be deemed duly given (a) upon actual delivery, if delivery is personally made; or (b) upon delivery into the United States Mail if delivery is by postage paid certified mail (return receipt requested), fax or private courier. Each such notice shall be sent to the respective party at the address indicated below or to any other address as the respective parties may designate from time to time by a notice given in accordance with this Article 28. A change in address may be made by notifying the other party in writing.

For CONSULTANT:

Name: TBD
Address: _____

Attn: _____
Phone: _____
Fax: _____

For SANBAG:

Name: San Bernardino Associated Governments
Address: 1170 W. 3rd Street, Second Floor
San Bernardino, California 92410
Attn: Mr. Darren Kettle
Phone: (909) 884-8276
Fax: (909) 388-2002

- 28.2 All communications pursuant to or in connection with this Contract shall be marked with SANBAG's contract and job numbers.

Article 29 Disputes

- 29.1 In the event any dispute arises between the parties hereto under or in connection with this Contract (including but not limited to disputes over payments, reimbursements, costs, expenses, services to be performed, Scope of Services and/or time of performance), the dispute shall be decided by the Contract Manager of SANBAG or his duly authorized representative within thirty (30) calendar days after notice thereof in writing which shall include a particular statement of the grounds of the dispute. If CONSULTANT does not agree with the decision, then CONSULTANT shall have thirty (30) calendar days after receipt of the decision in which to file a written appeal thereto with the Executive Director of SANBAG. If the Executive Director fails to resolve the dispute in a manner acceptable to CONSULTANT, then such appeal shall be decided by a court of competent jurisdiction.
- 29.2 During resolution of the dispute, CONSULTANT shall proceed with performance of this Contract with due diligence.

Article 30 Gratuities

CONSULTANT, its employees, agents, or representatives shall not offer or give to an officer, official, or employee of SANBAG or Fluor Daniel, Inc., gifts, entertainment, payments, loans, or other gratuities to influence the award of a contract or obtain favorable treatment under a contract.

Article 31 Review and Acceptance

- 31.1 All Services performed by CONSULTANT shall be subject to periodic review and approval by the representatives of SANBAG at any and all places where such performance may be carried on. Failure of SANBAG to make such review, or to discover defective Work, shall not prejudice the rights of SANBAG at the time of final acceptance. All Services performed by CONSULTANT shall be subject to periodic and final review and acceptance by SANBAG upon completion of all Services.
- 31.2 When Services have been completed and the products have been delivered to SANBAG, CONSULTANT shall so advise SANBAG in writing. SANBAG

acceptance shall be based on those provisions set forth in the Scope of Services, Attachment "A" within thirty (30) working days of receipt of such notice, SANBAG shall give CONSULTANT written notice of final acceptance or any Services and Work which have yet to be completed or which are unsatisfactory.

- 31.3 In the event SANBAG does not accept Services or Products as submitted then upon their subsequent completion, CONSULTANT shall again so notify SANBAG, and within the above specified time period SANBAG shall give CONSULTANT written notice of final acceptance or notice that the specified unfinished Services or Products have not yet been completed or are still not satisfactory. In the latter instance, the foregoing procedures with respect to such specified unfinished Services or Products will be repeated. Final acceptance shall not constitute a waiver or abandonment of any rights or remedies available to SANBAG under this Contract or by law.

Article 32 Safety

CONSULTANT shall comply strictly with all local, municipal, state, and federal safety and health laws, orders and regulations applicable to CONSULTANT'S operations in the performance of Services hereunder.

Article 33 Assignment

CONSULTANT shall not assign this Contract wholly or in Part, voluntarily, by operation of law, or otherwise without first obtaining the written consent of SANBAG. Subject to the foregoing, the provisions of this Contract shall extend to the benefit of and be binding upon the successors and assigns of the parties hereto.

Article 34 Amendments

This Contract may only be changed by an amendment duly executed by CONSULTANT and SANBAG except, that changes to the Contract to implement administrative changes such as approved changes in key personnel may be made by administrative amendment signed by CONSULTANT and SANBAG's Contracts Manager or other duly authorized representative.

Article 35 Governing Law and Venue

This Contract shall be subject to the law and jurisdiction of the State of California. The parties acknowledge and agree that this agreement was entered into and intended to be performed in whole or substantial part in San Bernardino County, California. The parties agree that the venue for any action or claim brought by any party to this agreement will be the Central District of San Bernardino County. Each party hereby waives any law or rule of court which would allow them to request or demand a change of venue. If any action or claim concerning this agreement is brought by any third party, the parties hereto agree to use their best efforts to obtain a change of

venue to the Central District of San Bernardino County.

Article 36 Suspension of Services

- 36.1 SANBAG may at any time, and from time to time, by written Notice ("Suspension of Work Order") to CONSULTANT, suspend further performance of Services by CONSULTANT. Said Suspension of Services Order shall specify the date of suspension and the estimated duration of the suspension. Upon receiving any such Suspension of Work Order, CONSULTANT shall promptly suspend further performance of Services to the extent specified, and during the period of such suspension shall properly care for and protect all Services in progress. Such suspensions shall not exceed more than one hundred twenty (120) consecutive calendar days each, nor aggregate more than one hundred eighty (180) calendar days; and, if they do, CONSULTANT may, if it so elects by notifying SANBAG in writing, consider that this Contract has been terminated for convenience of SANBAG. If the Contract has not been so terminated by CONSULTANT, then SANBAG may at any time withdraw the Suspension of Services Order as to all or part of the suspended Services by written notice to CONSULTANT specifying the effective date and scope of withdrawal, and CONSULTANT shall resume diligent performance of Services for which the suspension is withdrawn on the specified effective date of withdrawal.
- 36.2 If CONSULTANT believes that any such suspension or withdrawal of suspension justifies modification of the contract compensation, CONSULTANT may request additional compensation and CONSULTANT and SANBAG will attempt to negotiate a mutually acceptable change in compensation and amend the Contract accordingly. If CONSULTANT and SANBAG are unable to agree on a change in compensation, CONSULTANT may request adjustments to either the Contract Price or the scheduled time for performance in accordance with Article 20, CLAIMS herein. In no event shall CONSULTANT be entitled to any prospective profits or any damages because of such suspension.

Article 37 Contingent Fee

The CONSULTANT warrants, by execution of this Contract, that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a Commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the CONSULTANT for the purpose of securing business. For breach or violation of this warranty, SANBAG has the right to annul this Contract without liability, pay only for the value of Services actually performed, or in its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

Article 38 Entire Document

- 38.1 This Contract and its attachments constitute the sole and only agreement governing Services and supersedes any prior understandings, written or oral, between the parties respecting the within subject matter. All previous proposals, offers, and other communications, written or oral, relative to this Contract, are superseded except to the extent that they have been incorporated into this Contract.
- 38.2 No agent, employee or representative of SANBAG has any authority to bind SANBAG to any affirmation, representation or warranty outside of, or in conflict with, the stated terms of this Contract, and CONSULTANT hereby stipulates that it has not relied, and will not rely, on same.
- 38.3 As this Contract was jointly prepared by both parties, the language in all parts of this Contract will be construed, in all cases, according to its fair meaning, and not for or against either party.

Article 39 Attorney's Fees

- 39.1 If any legal action is instituted to enforce or declare any party's rights hereunder, each party, including the prevailing party, must bear its own costs and attorneys' fees. This paragraph shall not apply to those costs and attorneys' fees directly arising from any third party legal action against a party hereto and payable under Article 22, Indemnity.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day and year below written, but effective as of the day and year first set forth above.

TBD

San Bernardino County Transportation Authority

By: _____

By: _____
Dennis Hansberger
President, SANBAG Board
of Directors

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Jean-Rene Basle
SANBAG Counsel

Draft

Contract C07-024 ATTACHMENT “A”

**SCOPE OF SERVICES
CONSTRUCTION MANAGEMENT, MATERIALS TESTING,
CONSTRUCTION SURVEYING
State Street/University Parkway Grade Separation Project**

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A. DESCRIPTION OF SERVICES

The San Bernardino Associated Governments (SANBAG) will utilize the services of CONSULTANT to support the construction activities as described below. The scope of services is for the State Street/University Parkway Grade Separation, which is anticipated to go out to bid in the first quarter of 2007. CONSULTANT will provide construction management, materials testing, and construction surveying for the project. A description of the project is given below.

STATE STREET/UNIVERSITY PARKWAY GRADE SEPARATION PROJECT

State Street is an arterial road in the County of San Bernardino with an at-grade crossing of BNSF railroad tracks just north of Cajon Boulevard. On the north side of the at-grade crossing the road is in the City of San Bernardino city limits and becomes University Parkway and continues north past an interchange with I-215 up to Cal State San Bernardino. The proposed project will realign the roadway to the southeast and grade separate the roadway and railroad crossing such that the roadway goes over the BNSF tracks and adjacent Cajon Boulevard. A new bridge will go over the tracks and Cajon with sloped embankments on the north side of the tracks and MSE walled embankment on the south side of Cajon. To accommodate the realignment, there will be some local street realignment south of Cajon Boulevard and a widening/realignment of Short Street to facilitate a connection between State Street and Cajon. This work is being developed by SANBAG in cooperation with the City of San Bernardino and the County of San Bernardino. The project limits of the corridor improvement extend from Hallmark Parkway on the north through the City of San Bernardino to Blake Street in the County of San Bernardino on the south. SANBAG is responsible for design and construction of this project on behalf of the City and County and will turn over the project to those agencies upon completion of construction. The new bridge, embankments and local street work will be constructed over an approximately 18 to 24 month period.

The total value of construction for this grade separation work is approximately \$18 Million (State TCRP Funding will be utilized).

The State Street/University Parkway Grade Separation Projects, as described by the plans and specifications, shall include construction of roadways, bridges, drainage facilities, and retaining walls. CONSULTANT shall provide qualified construction management and inspection, materials testing and construction surveying personnel to perform a wide variety of construction management, support and contract administration duties as outlined in this Scope of Services for the Project.

The SANBAG Contract Manager for this contract will be:

Mr. Darren Kettle
Director of Freeway Construction

SANBAG has selected Fluor Daniel as Program Manager for the Measure I Valley Major Projects. This Project is part of that program. As part of the overall SANBAG/Fluor Program Management staff, SANBAG has also designated a Construction Manager to coordinate all construction activities. The CONSULTANT shall report to and receive direction from SANBAG through the Contract Manager, or his designees. The SANBAG Construction Manager is responsible for coordination of all SANBAG construction activities and for coordinating the efforts of the total construction team. The SANBAG Project Managers will be the main contact and primary source of information between SANBAG, cities, outside agencies, supporting consultants and the public for the individual construction projects.

B. PERFORMANCE REQUIREMENTS

Construction Management: CONSULTANT shall furnish a Project Manager to coordinate CONSULTANT operations with SANBAG. The Project Manager shall be responsible for all matters related to CONSULTANT personnel and operations. It is recommended that, in addition to a Project Manager, a single point of contact or Senior Resident Engineer be assigned to direct and coordinate construction activities under this contract. Other Resident Engineers or Assistants may be assigned to specific segments or project responsibilities as needed. Resident Engineers shall be Civil Engineers, registered in the State of California. The Resident Engineers shall be in responsible charge of construction activity within his/her segment.

The number of CONSULTANT personnel assigned to the project will vary throughout the duration of the contract. CONSULTANT personnel will be assigned, in varying levels of responsibility, as needed by the CONSULTANT to meet the project schedule, project requirements, and construction activities. The duration of the assignments may vary from a minimum of one (1) week to the full term of the Project. CONSULTANT personnel shall be made available within one (1) week from written notification by SANBAG to a maximum of six (6) weeks after local agency acceptance of the Project.

Resumes of personnel must be submitted to SANBAG for review and approval prior to assignment to the Project. SANBAG and CONSULTANT will jointly determine the quality and quantity of services that are required by CONSULTANT personnel. Personnel selected for assignment by CONSULTANT shall be made available for personal interviews prior to acceptance by SANBAG. If, in the opinion of SANBAG, an individual lacks adequate experience, the individual may be rejected or may be accepted on a trial basis until such time the individual's ability to perform the required services has been demonstrated. If, at any time, the performance of CONSULTANT personnel is unsatisfactory to SANBAG, SANBAG may release him/her by written notice and may request another qualified person be assigned.

If CONSULTANT personnel are on leave of absence, the Project Manager shall provide approved, equally qualified replacement personnel until the assigned personnel returns to the Project.

The typical workday includes all hours worked by the construction Contractor. If necessary, overtime for CONSULTANT personnel may be required. The construction Contractor's operations may be restricted to specific hours during the week, which shall become the normal workday for CONSULTANT personnel. The Project Manager, with concurrence from SANBAG, shall have the authority to increase, decrease, or eliminate CONSULTANT personnel work hours dependent on the schedule and requirements of the construction Contractor. All overtime required by CONSULTANT personnel shall be approved and authorized by SANBAG prior to each occurrence.

CONSULTANT personnel shall be knowledgeable of and comply with all applicable local, state, and federal regulations. CONSULTANT personnel shall cooperate and consult with SANBAG, State, and City officials during the course of the Project. CONSULTANT personnel shall perform duties as may be required to assure that construction is being performed in accordance with the Project plans and specifications. CONSULTANT personnel shall keep accurate and timely records and document all work performed by the Contractor and CONSULTANT.

CONSULTANT personnel shall assist in monitoring compliance with:

1. Labor standards and related wage determination decisions of the Secretary of Labor

2. Safety and accident prevention provisions for the Project
3. Equal opportunity provisions for the Project.

All services required hereunder shall be performed in accordance with California Department of Transportation guidelines, regulations, policies, procedures, manuals, and standards, except as noted in the special provisions.

Materials Testing: The number of field testing personnel assigned to the project will vary throughout the duration of the construction contract. CONSULTANT personnel will be assigned as needed by the Resident Engineers to meet the schedule of the construction contractor.

It is anticipated that at least one field technician will be required throughout the construction contract period. At times, additional technicians may be required to provide support for on-going construction activities. CONSULTANT will be notified sufficiently in advance of changed project requirements. The duration of assignments could vary from a minimum of a few days to the full term of the project. CONSULTANT personnel will be available within one (1) day of written notification by SANBAG.

It is the intent of SANBAG to maintain a consistency of material testing quality throughout each phase of the project. CONSULTANT is therefore encouraged to provide, where ever and whenever possible, the same field personnel for the duration of construction. It is also important that the senior technician(s) assigned to the project become and be completely familiar with the prior testing requirements and assignments for the entire project.

Resident Engineers will have the authority to increase, reduce, or eliminate CONSULTANT's hours dependent on the schedule and requirements of the construction contractor. On days when work is not performed by the construction contractor, such as rainy or unsuitable weather days, CONSULTANT will not provide services unless authorized by the Resident Engineer. When possible, the Resident Engineer will provide 8 hours advance notice if CONSULTANT services are not required.

CONSULTANT will also furnish a Project Manager to coordinate CONSULTANT's operations with Caltrans and SANBAG. The Project Manager will be responsible for all matters related to the CONSULTANT's personnel and operations. Personnel qualifications and responsibilities are listed in the last section of the Scope of Services.

Resumes of personnel must be submitted to SANBAG for review and approval prior to assignment to a project. SANBAG and CONSULTANT will have the responsibility of determining the quality and quantity of work performed by CONSULTANT's personnel. If, at any time, the level of performance is below expectations, SANBAG may release a field person and request that another be assigned as needed.

If a member of CONSULTANT's personnel is on a leave of absence, CONSULTANT's project manager will provide an equally qualified replacement employee until the original member returns to work. The replacement employee will meet all the requirements of a permanently assigned employee.

All personnel will be knowledgeable of, and comply with, all applicable local, Caltrans, and federal

regulations; cooperate and consult with SANBAG and local agency officials during the course of the contract; and perform other duties as may be required to assure that the construction is being performed in accordance with the project plans and specifications. CONSULTANT's personnel will keep records and document the work as directed by SANBAG's Resident Engineers.

CONSULTANT will assist in obtaining compliance with the labor standards provisions of the projects and the related wage determination decisions of the Secretary of Labor.

CONSULTANT personnel will assist SANBAG and local agencies in obtaining compliance with the safety and accident prevention provisions of the projects. Local agencies will retain jurisdictional control for traffic control.

CONSULTANT will assist SANBAG in obtaining compliance with the equal opportunity provisions of the projects.

All services required hereunder will be performed in accordance with Caltrans regulations, policies, procedures, manuals, and standards.

Construction Surveying: CONSULTANT will furnish surveying crew(s) to perform construction surveys for the projects. The number of survey crew(s) assigned to the project will vary throughout the duration of the construction contract. It is anticipated that a minimum of one (1) survey crew will be required throughout the construction. Additional crews may be required to provide support for construction activities. CONSULTANT will be notified in advance of a change in project requirements. The duration of assignments could vary from a minimum of a few days to the full term of the project. CONSULTANT personnel will be assigned as needed by the Resident Engineer(s) to meet the schedule of the construction contractor.

It is the intent of SANBAG to maintain a consistency of construction survey quality throughout each phase of the project. Therefore, CONSULTANT is encouraged to provide the same field personnel for the duration of construction. It is important that the Field Party Chief(s) assigned to the project be completely familiar with the survey requirements and the assignments for the project.

Resident Engineers will have the authority to increase, reduce, or eliminate CONSULTANT hours dependent on the schedule and the requirements of the construction contractor. On days when work is not performed by the construction contractor, such as rainy or unsuitable weather days, CONSULTANT will not provide services unless authorized by the Resident Engineer. When possible, the Resident Engineer will provide 24 hours advance notice if CONSULTANT services are not required.

Construction surveying will not be performed when conditions such as weather, traffic, and other factors prevent safe and efficient operation.

Resumes of CONSULTANT personnel and certification must be submitted to SANBAG for review. CONSULTANT personnel must be approved by SANBAG prior to assignment to a project. SANBAG and CONSULTANT will have the responsibility of determining the quality and quantity of work performed by CONSULTANT personnel. If, at any time, the level of performance by CONSULTANT personnel is below expectations, SANBAG may release the survey crew member and request that another be assigned (as needed).

If CONSULTANT's survey crew personnel assigned to the project is on a leave of absence, the

Project Manager will provide an equally qualified replacement(s) until the original employee(s) returns to work. The replacement will be required to meet all the requirements of the permanently assigned employee.

CONSULTANT personnel will:

- Be knowledgeable of, and comply with all, applicable local, Caltrans, state, and federal regulations.
- Cooperate and consult with SANBAG officials during the course of the contract.
- Perform duties as may be required to assure construction is performed in accordance with the project plans and specifications.
- Keep records and document work as directed by the SANBAG Resident Engineer(s).

All services required hereunder will be performed in accordance with Caltrans regulations, policies, procedures, manuals, and standards.

C. DUTIES AND RESPONSIBILITIES

It is noted and acknowledged that the Projects will be executed under separate construction contracts as described in the Project Description. Where the terms “Project” and “Contractor” are used herein, they shall apply to both projects and Contractors.

1. Pre-construction Services

a. Plan Review

CONSULTANT shall review construction contract documents prior to construction. Tasks include review of plans, specifications, technical reports, resident engineers’ files, and associated items in order to verify completeness and consistency throughout the Project. At minimum, CONSULTANT shall check for quantity discrepancies, potential conflicts, constructability, and consistency between plans, specifications and pay items.

b. Schedule

CONSULTANT shall review the proposed Project schedule, compare it to the Project plans and specifications, and provide recommendations to SANBAG, as appropriate, to ensure efficiency of Contractor and CONSULTANT operations and safe and expeditious completion of the Project.

c. Budget

CONSULTANT shall review the Project estimate and provide recommendations to SANBAG, as appropriate, to ensure efficient utilization of funds and control of project costs.

2. Bid Process

a. Bid Documents

CONSULTANT shall assist SANBAG, as requested, with the following tasks:

1. Review of bid documents
2. Preparation of bid tabulations

b. Pre-construction Meetings

CONSULTANT shall assist SANBAG in conducting one or more, pre-construction meetings with all involved parties on the Project. Parties may include, but are not limited to, the Contractor, the design engineer, cities, utility companies, and developers.

c. Contract Award

CONSULTANT shall assist SANBAG, as requested, with the following tasks:

1. Review of bid for completeness and responsiveness
2. Perform bid analysis
3. Development of contractor payment schedules, and other procedural items.
4. Checking Contractor references, licenses, insurance, and sureties.
5. Coordination with prospective Contractor for award of construction contract(s).

All processes will be consistent with procedures outlined by the California Department of Transportation for Special Funded Programs and Local Assistance Procedure Manuals.

3. Project Administration

- a. CONSULTANT shall administer project construction contracts using Caltrans Construction Manual as a guideline.
- b. CONSULTANT shall conduct regular project coordination meetings with Contractors, SANBAG, local agencies, and design engineer, as appropriate.
- c. CONSULTANT shall prepare Contractor progress payments and maintain payment records and supporting documentation. All progress payments shall be reviewed by SANBAG for approval.
- d. CONSULTANT shall establish and maintain Project records. Project record keeping shall include, but are not limited to, correspondence, memoranda, contract documents, change orders, claims, SANBAG and engineer directives, meeting minutes, shop drawings, supplementary drawings, and requests for payment.

CONSULTANT shall maintain a record of the names, addresses, and telephone and fax numbers of the Contractors, subcontractors, and principal material suppliers.

- e. CONSULTANT shall establish and maintain a filing system for each Project using the Caltrans Construction Manual as a guideline.
- f. CONSULTANT shall monitor Contractors' construction schedules on an ongoing basis and alert SANBAG to conditions that may lead to delays in completion of the Project.
- g. CONSULTANT shall prepare and submit a monthly Activity Summary Report for each segment. The activity report shall include construction activity, accomplishments, and status of project budget and schedule.
- h. CONSULTANT shall review and ensure compliance with environmental requirements.
- i. CONSULTANT shall participate in partnering sessions with the Contractors, SANBAG, and Local Agencies, as required.
- j. CONSULTANT shall assure that the Project meets all provisions of the Caltrans Quality Assurance Program Manual.
- k. CONSULTANT shall review Contractors' certified payroll records and assist SANBAG with labor compliance.
- l. CONSULTANT shall assure that the Project meets all provisions of the Caltrans Storm Water Pollution Prevention Plan (SWPPP).
- m. CONSULTANT shall assure that the Project meets all applicable regulations of the Air Quality Management District (AQMD).

4. Construction Coordination

- a. CONSULTANT shall provide a minimum of one qualified Senior Resident Engineer and other qualified Resident Engineers, as needed to effectively manage the Project.
- b. CONSULTANT shall act as a prime point of contact between Contractor, SANBAG, CONSULTANT's construction surveyor, CONSULTANT's materials inspector, and utility companies. CONSULTANT may, when requested by SANBAG, act as point of contact between design engineers, cities, and the public.
- c. CONSULTANT shall maintain regular contact with SANBAG's Construction Manager.
- d. CONSULTANT shall coordinate utility relocations with utility companies and their designees, as well as the utility inspector.
- e. CONSULTANT shall review Project plans and special provisions for possible errors and deficiencies prior to construction of any specific element and report such

findings to SANBAG. Should SANBAG determine that changes are necessary, CONSULTANT shall assist in implementation and processing of change orders in accordance with contract documents.

- f. CONSULTANT shall provide all required monitoring, coordination, and tracking of construction progress to ensure the Project proceeds on schedule and according to the order of work in the plans and special provisions. CONSULTANT shall expedite work, as required, to maintain schedule in conjunction with the overall construction staging program.
- g. CONSULTANT shall coordinate review of shop drawings and Requests for Information (RFI) with the Construction Manager. CONSULTANT shall log and track all submittals and requests.
- h. CONSULTANT shall provide a qualified SWPPP coordinator who shall review contractor prepared Storm Water Pollution Prevention Plans (SWPPP) and coordinate approval with SANBAG. CONSULTANT shall cooperate with monitoring agency inspections and field reviews.
- i. CONSULTANT shall coordinate the implementation of SANBAG approved changes with the Construction Manager and the design engineer.
- j. CONSULTANT shall review and approve falsework and shoring plans.
- k. CONSULTANT shall review and approve Traffic Control Plans.
- l. CONSULTANT shall coordinate all Project construction activities with other on-going projects within and adjacent to the Project limits.

5. Construction Inspection

- a. CONSULTANT shall coordinate all required inspections necessary for the Project. CONSULTANT shall ensure that appropriate City and local agency personnel are notified and present as required throughout the Project. CONSULTANT shall notify SANBAG immediately regarding any directives, recommendations, notices, etc. received from agencies other than SANBAG.
- b. CONSULTANT shall perform daily on-site observations of the progress and quality of construction to determine if the work being performed is in general conformance with the contract documents, all applicable laws, codes, and ordinances.
- c. CONSULTANT shall exercise reasonable care and diligence to discover and promptly report to SANBAG any and all defects or deficiencies in the materials or workmanship used in the Project.
- d. CONSULTANT personnel assigned to the Project shall be thoroughly familiar with Caltrans Standard Specifications, Caltrans Standard Plans, and the Standard Specifications for Public Works Construction (Greenbook). CONSULTANT personnel shall have the ability to read and interpret construction plans and specifications. CONSULTANT personnel shall also have knowledge of State of

California Construction Safety Orders (CalOSHA) and traffic control practices as specified in the Work Area Traffic Control Handbook (WATCH). In addition, CONSULTANT personnel shall be familiar with the construction requirements of Caltrans Storm Water Pollution Prevention Program.

e. Assignments to be performed by CONSULTANT personnel shall include, but are not limited to, the following:

1. Paving and subgrade inspection, structures and foundation inspection, signing and striping inspection, quantity calculations, checking grade and alignment, construction traffic control, and duties that may be required to determine that construction of the Project is being performed in accordance with the contract documents.
2. Identifying actual and potential problems associated with the Project and recommending sound engineering solutions.
3. Maintaining awareness of safety and health requirements. Monitoring Contractors' compliance with applicable regulations and construction contract provisions for the protection of the public and Project personnel.
4. Preparing complete and accurate daily reports, calculations, project records, payment quantity documents, reports, and correspondence related to Project activities.
5. Preparing construction sketches, drawings, and cross-sections, as necessary.
6. Assisting in the preparation of as-built plans.
7. Providing inspections for environmental compliance.
8. Maintaining awareness of water discharge requirements. Monitoring Contractors' compliance with applicable regulations and construction contract provisions required by Caltrans.
9. Monitoring Contractors' compliance with applicable regulations required by AQMD.
10. Other duties as may be required or reasonably requested.

6. Project Support

a. Construction Surveys

CONSULTANT shall perform construction surveying services, field calculations, and home office calculations to support construction of the projects. CONSULTANT may be requested to review available survey data, construction plans, and right-of-way plans to confirm compatibility and to identify discrepancies prior to and during construction of proposed projects. The Resident Engineer will assign survey work to the CONSULTANT by issuing a "Request for Survey Services". Requests may include,

but not be limited to, the following types of surveys and related services:

I. Construction Surveys

CONSULTANT shall assist the Resident Engineer in all phases of construction staking and calculations as needed.

- a. Survey calculations and adjustments shall be performed with established and computed coordinates based on the California Coordinate System.
- b. Cross-section data collection shall be performed by conventional and terrain line interpolation survey methods.
- c. Survey data will include topography, cross-section, and other survey data in computer formats compatible with the Caltrans computer survey and design systems.
- d. Prepare and maintain survey documents. Survey documents include survey field notes, maps, drawings, and other survey documents.
- e. Perform construction staking, including but not limited to:
 - Utility relocations.
 - Clearing limits.
 - Slope staking.
 - Storm drain, sanitary sewer, and irrigation systems.
 - Drainage structures.
 - Curbs, gutters, and sidewalk.
 - Horizontal and vertical control for structures and portions of structures (bents, abutments, wingwalls, etc.).
 - Rough grade.
 - Finish grade.
- f. Monitor for settlement if required.
- g. Global Positioning Satellite (GPS) equipment shall be made available if required by SANBAG.

II. Grid Grades

Grid grade data shall provide pavement elevations at the station line, the left edge of pavement, the right edge of pavement, and the right edge of travel way at 25 foot intervals for travel lanes.

III. Open Ended Traverses and Profile Data Sheets

Separate open-ended traverse calculations and point maps shall depict plan data for station lines, utility lines, wall layout lines, and abutment/bent alignment. Specific information to be shown will be part numbers, coordinates, bearings, and curve data.

Profile data sheets are required for all profiles shown on the plans identifying

vertical design elements such as grade, point of intersection (PI) location, beginning of vertical curve (BVC) location, end of vertical curve (EVC) location, and curve length.

IV. Three Line Profiles

Separate profile plots are required for the left edge of pavement, the right edge of pavement, and the edge of shoulder for all travel lanes.

V. Right of Way Lines

a. Existing right of way and easements will be established from Local Agency's record information and existing monumentation.

- Right of way monumentation shall be renewed and restored in accordance with Section 10.4 of the Caltrans "Survey Manual" and the State of California Land Surveyor's Act.

- Corner records and records of surveys shall be prepared and filed in accordance with Chapter 10 of the "Caltrans Surveys Manual" and the State of California Land Surveyor's Act.

- Perpetuate existing monumentation.
Includes restoring, renewing, referencing, and resetting existing boundary related monumentation. In addition, stake areas where construction disturbs the existing right of way, preparing and filing required maps and records.

b. New right of way and easements will be established from plans, right of way maps, utility drawings, and Local Agency record information, and existing monumentation.

- Right of Way Surveys
Includes research and preparation filing of required maps and records. In addition, locate and set monuments for right of way and easement lines, staking for right of way and easement fences.

- Final monumentation
Includes setting of centerline points of control upon completion of construction.

VI. Special Design – Data Surveys

Includes drainage, utility, and surveys required for special field studies.

VII. Control Survey

Includes project control surveys, aerial mapping control surveys, horizontal and vertical control surveys. In addition control surveys will include restoration, renewal, reference, relocation, and resetting of existing control monumentation. The

CONSULTANT will be required to provide horizontal and vertical control at the end of each bridge.

VIII. Topographic Surveys

Topographic surveys will normally be compiled by ground survey methods only. CONSULTANT will provide all necessary Project related surveys and construction staking, including horizontal and vertical control, right of way, and easements. CONSULTANT shall coordinate all staking and verify accuracy. CONSULTANT shall ensure timely coordination of all staking requests from the Contractor.

b. Materials Testing and Geotechnical Services

CONSULTANT will provide experienced personnel, equipment, and facilities to perform various construction materials sampling and testing. Laboratory and field materials testing will be used to insure that structure and roadway construction work conforms to California State Department of Transportation (Caltrans) standards, specifications, and special provisions for material quality and workmanship.

All field and laboratory testing is to be performed in accordance with California Test Methods as specified in the Caltrans "Manual of Test".

CONSULTANT will be responsible for the accuracy and completeness of all test data compilation and results.

c. Public Relations

SANBAG may retain a public relations firm to implement a public awareness program for both grade separation projects. SANBAG shall coordinate public awareness for the grade separation projects directly in conjunction with the local agencies. The SANBAG Public Information Officer (PIO) will manage all public awareness activities for these Projects. CONSULTANT shall cooperate with SANBAG's PIO and its public relations firm in the dissemination of appropriate Project information as appropriate. Should CONSULTANT Resident Engineers receive complaints from the public or other entities, he/she shall promptly notify SANBAG's PIO. CONSULTANT shall maintain a log of all complaints and inquiries. When appropriate, CONSULTANT shall direct the Contractor to remedy complaints in a timely manner.

d. Permits

CONSULTANT shall review each segment for permit compliance and coordinate with SANBAG, the design engineer, and other SANBAG consultants to insure that necessary permits are obtained. CONSULTANT shall assist SANBAG in the coordination, timely processing and verification of approval for all permits. CONSULTANT shall maintain permits and permit documentation on site.

7. Cost and Schedule

- a. CONSULTANT shall monitor and track the following:
 - 1. Contract pay item quantities and payments
 - 2. Contract change orders
 - 3. Supplemental work items
 - 4. Agency furnished materials
 - 5. Contingency balance
 - 6. Project budget
- b. CONSULTANT shall review and monitor Contractor's schedule and inform SANBAG of any significant changes or deviations in the schedule.
- c. CONSULTANT shall provide and maintain a Project staffing plan of field office personnel. In cooperation with SANBAG, the staffing plan shall be periodically updated to reflect Project progress and needs.

8. Contract Change Orders and Claims

- a. CONSULTANT shall receive and evaluate requests for changes and/or substitutions by the Contractor. Contract Change Orders submitted to SANBAG shall be accompanied by CONSULTANT recommendations. Where applicable, CONSULTANT shall convey proposed changes to design engineer, or other project consultants. If the requested changes are accepted, CONSULTANT shall negotiate and prepare appropriate Contract Change Orders.
- b. CONSULTANT shall attempt to avoid all unnecessary Contract Change Orders. When a Contract Change Order is necessary, CONSULTANT shall consult with SANBAG prior to its preparation. Unless directed otherwise by SANBAG, the preferred method of payment for Contract Change Orders should be as follows
 - 1. Agreed Price
 - 2. Adjustment in compensation to a bid item
 - 3. Time and materials or Force Account
- c. CONSULTANT shall attempt to identify all potential claims, track and monitor unresolved claims, and implement claims avoidance processes.
- d. CONSULTANT shall assist SANBAG, as requested, in the identification, resolution, and final disposition of claims filed by the Contractor or third parties against SANBAG or the Project.

9. Safety

In addition to the requirements specified elsewhere in this contract, the following shall also apply:

- a. CONSULTANT shall implement and conduct a comprehensive safety program including regular tail-gate safety meetings for CONSULTANT personnel.

CONSULTANT shall provide monthly CONSULTANT status of safety reports.

- b. CONSULTANT shall comply with State of California Construction Safety Orders and provisions of the Caltrans Construction Manual.
- c. CONSULTANT shall provide appropriate safety training for all CONSULTANT field personnel.
- d. CONSULTANT shall provide all necessary safety equipment as required for CONSULTANT personnel.

10. Project Close Out

- a. CONSULTANT shall prepare a list of items to be completed and/or corrected by the Contractor for final completion of the Project.
- b. CONSULTANT shall collect and furnish as-built information to the design engineer for preparation of as-built drawings including pre-stress drawings and pile logs, as applicable.
- c. CONSULTANT shall review and verify completeness of as-built drawings.
- d. CONSULTANT shall conduct a final walk-through with SANBAG, Local Agencies, Contractors, and design engineers.
- e. CONSULTANT shall prepare final construction reports including the Project Completion Report.
- f. CONSULTANT shall prepare and deliver to SANBAG all project files.
- g. CONSULTANT shall assist SANBAG and Contractor in obtaining final release of all project permits.

D. DELIVERABLES

- 1. Inspector daily reports, extra work diaries, and Resident Engineers' daily diaries
- 2. Monthly Project Activity Summary Reports
- 3. Monthly Contractor progress payments, back-up documentation, and Contractor payment records.
- 4. Contractor final payment documents, delivered to SANBAG no later than ten (10) working days after acceptance by SANBAG of the completed construction projects
- 5. Project Completion Report
- 6. All project files, project reports, correspondence, memoranda, shop drawings, project logs, change order data, claims and claim reports, and Contractor payment records

7. Certified payrolls and fringe benefit statements for all employees, CONSULTANT and Contractor, who are subject to the State and/or Federal prevailing wage rates
8. All material test results will be provided in accordance with the Caltrans Standard Specifications and Special Provisions, and the Caltrans "Manual of Test". Failing tests will be immediately reported to the SANBAG Resident Engineer or Structures Representative. All test results will be recorded on the appropriate forms as prescribed in the Caltrans "Manual of Test". The test documents will be legible and show the identity of the tester where appropriate. A notebook containing all results will be kept per Caltrans requirements.
9. Unless otherwise specified in the survey request, the deliverables shall conform to the following:
 - a. Survey points, lines, and monuments shall be established, marked, identified, and referenced as required by survey request and requirements herein.
 - b. Survey notes, drawings, calculations, and other survey documents and information shall be completed as required by the survey request and the requirements herein.
 - c. All original survey documents resulting from this contract, including original field notes, adjustment calculations, final results, and appropriate intermediate documents, shall be delivered to the Resident Engineer and shall become the property of SANBAG. A copy of all survey documents furnished by SANBAG shall be retained by CONSULTANT for future reference.

When the survey is performed with a total station survey system, the original field notes shall be a hard copy in a readable format of the data (observations) as originally collected and submitted by the survey party. The hard copy shall be signed by the Party Chief. If the Party Chief is not licensed, the person in "responsible charge" will be required to sign.

- d. Deliverables to the Resident Engineer shall follow the format specified below:
 - Horizontal Control
 - Alpha numeric hard copy point listing with adjusted California Coordinate System northing and eastings and the appropriate descriptions.
 - Vertical Control
 - Alpha numeric hard copy benchmark listing with adjusted elevations compatible with the design datum.
 - Topography
 - Alpha numeric hard copy listing, hard copy drawing, and computer aided drawing and design (CADD) digital drawing. The CADD drawing shall be provided on magnetic tape or disks in Intergraph IGDS version 8.8 format. Tapes and disks shall be compatible with Caltrans computer system. Topography symbology shall conform to the Caltrans "Drafting and Plan Manual".
 - Cross – Section Data
- Data collection method used to collect cross-section data and the coding (feature description) of terrain data for cross-sections shall conform to the survey request requirements. Deliverables shall depend on the data collection method as follows:

1. Conventional Cross – Sections (each cross – section):
For each cross - section and alpha numeric listing, a hard copy drawing, and a computer formatted file compatible with the Caltrans computer system. Computer formatted cross – sections shall be provided on magnetic tapes or disks compatible with the Caltrans computer system.
2. Terrain Line Interpolation Cross – Section Data (each terrain line interpolation survey):
Terrain line interpolation cross – sections shall include an alpha numeric listing, a hard copy plan view drawing of the terrain lines, and a computer input file. The computer input file shall be provided on magnetic tape or disks and shall be in a format compatible with the Caltrans Terrain Line Interpolation computer program.
- e. Data Collector Data
If specifies in the survey request, the raw data from the data collector shall be provided in a format conforming to the survey request requirements
- f. Other
As specified in the survey request.

E. EQUIPMENT AND MATERIALS TO BE PROVIDED BY CONSULTANT

1. CONSULTANT shall provide all necessary equipment including software, materials, supplies, miscellaneous tools, and safety equipment required for its personnel to perform the services accurately, efficiently, and safely. Only those items listed in Attachment B, CONSULTANT Cost Proposal, shall be reimbursed by SANBAG.
2. CONSULTANT personnel shall be provided with vehicles suitable for the location and nature of the work involved. Vehicles shall be equipped with locking tool boxes and detachable flashing yellow lights.
3. CONSULTANT personnel shall be provided with a mobile radio, cellular phone, or other means to assure full-time communication. If a radio system is to be used, CONSULTANT shall provide a base station at the field office.
4. CONSULTANT personnel shall be provided with all applicable standard plans, specifications, and other standards as appropriate (see item G below).
5. For Materials Testings, CONSULTANT and its staff will be fully equipped at all times to perform the services required, including but not limited to the following:
 - a. An on-site mobile laboratory or laboratory in close proximity to the project will be required. The type and location of the lab should be such that it can meet the needs of the project in an efficient, time effective manner. The type and location of the lab should be such that it can meet the needs of the project in an efficient, time effective manner. The laboratory is to be fully staffed, equipped, and supplied to conduct all required soils, materials, and concrete breaking tests in a timely manner.

- b. CONSULTANT's personnel will be provided with radio equipped vehicles suitable for the location and nature of work involved. Radio equipment will be capable of communicating on the 47.08 MHz channel. Upon completion of this contract, the consultant will remove the capability of operating on the 47.08 MHz channel. CONSULTANT vehicles will have flashing lights, visible from the rear, with a driver control switch. Vans without side windows will not be used. SANBAG furnished magnetic logos will be affixed to each side of the vehicle at all times the vehicle is being used for the work under this contract.

Each vehicle is to be fully contained with all necessary equipment and supplies necessary to perform the field sampling and tests required.

- c. Field personnel will be provided with all necessary safety equipment to permit work to be performed safely and efficiently within operating highway and construction zone environments.
 - d. All equipment to be calibrated as per Section 3-10 and 3-11 of Caltrans' Quality Assurance Program Manual.
6. For construction surveying, CONSULTANT and staff shall have adequate equipment and supplies to complete the required survey work. Equipment and supplies shall, include, but not be limited to:
- a. Survey vehicles:

Survey vehicles will be suitable to perform the required work in varying terrain and conditions encountered on the project. Vehicles shall be fully equipped with all necessary tools, instruments, supplies, and safety equipment required to perform the work accurately, efficiently, and safely. Vehicles shall be equipped with a flashing yellow beacon light.
 - b. Data Processing Systems:

Data processing systems shall include hardware and software to:

 - Performing survey and staking calculations from the design plans and specifications;
 - Reduce survey data collected with conventional and total station survey systems;
 - Perform network adjustments for horizontal and vertical control surveys;
 - Format survey data to be compatible with the Caltrans computer survey and data system.
 - c. Drafting equipment and supplies.
 - d. Digital calculators.
 - e. Hand tools as appropriate for the requested survey work.
 - f. Traffic cones (minimum 25). Traffic cones shall be 28 inches in height (minimum).

- g. Traffic control devices as required to perform the requested survey work. Traffic control devices include signs, sign bases, flags, and hand held signs.
- h. Leveling instruments and equipment:
 - Self-leveling level. Precision: standard deviation in one mile of double run leveling 0.005 feet or less.
 - Suitable level rods for the work to be performed.
- i. Distance measuring instruments and equipment:
 - Electronic distance measurer (EDM). Precision: standard deviation 3 mm plus 3 PPM, or less; Range: Minimum one mile under average atmospheric conditions.
 - Prisms, sufficient to perform the required work.
 - Tapes; steel, cloth.
- j. Angle measuring instruments and equipment:
 - Theodolite for non-control surveys; Precision: direct circle reading to three seconds, or equivalent, horizontal and vertical.
 - Targets as required to perform the work.
- k. When required for efficient survey operations, total station survey systems consisting of an electronic angle measuring instrument, EDM, and electronic data collector shall be provided. The angle measuring instruments and EDM shall conform to the requirements for the equipment previously listed.
- l. Radio or cellular communications equipment for communication between field office and field crews.
- m. Caltrans manuals, standards, forms, and other policies and procedures to be followed to perform the required work.

F. MATERIALS TO BE FURNISHED BY SANBAG

- 1. SANBAG will provide copies of all Project construction documents including plans, special provisions, reports, designer prepared resident engineer files, and contracts.
- 2. SANBAG will provide copies of all previously secured permits and Project authorizations.
- 3. SANBAG will provide office space, Consultant will provide telephones, desks, chairs, computers, and appropriate office equipment.
- 4. Caltrans manuals and standards as listed in Section G, Standards, forms and other policies and procedures to be followed by CONSULTANT personnel in the performance of the services. Manuals and standards furnished by Caltrans are for CONSULTANT use only and will be returned at the end of the contract period or when no longer needed by a CONSULTANT employee.

5. Appropriate forms for recording test data in accordance with Caltrans practices and procedures outlined in the "Manual of Test".
6. Magnetic SANBAG logos to be affixed to CONSULTANT vehicles.

G. STANDARDS

All construction inspection, surveys, materials sampling and testing, and contract administration shall be in accordance with the Project bid documents, special provisions, plans, and current Caltrans manuals including:

1. Construction Manual and its revisions
2. Bridge Construction Records and Procedures Manual
3. Quality Assurance Program Manual
4. Manual of Traffic Controls for Construction and Maintenance Work Zones
5. Caltrans Standard Specifications and Standard Plans.
6. Caltrans Storm Water Pollution Prevention Plan (SWPPP) and Water Pollution Control Program (WPCP) Preparation Manual
7. Manual of Test (3 volumes)
8. Survey Manual
9. District 8 Standard Staking Procedures Manual

Work not covered by the manuals shall be performed in accordance with accepted professional standards.

Surveys performed by CONSULTANT shall conform to the requirements of the Land Surveyor's Act. In accordance with the Land Surveyor's Act, "responsible charge" for the work shall reside with the Licensed Land Surveyor or a pre-January 1, 1982, Registered Professional Civil Engineer in the State of California.

Unless otherwise specified in the survey request, control surveys shall conform to second order (modified) accuracy standards as specified in the Caltrans "Survey Manual".

Additional standards for specific survey work may be included in the applicable request for survey. Such standards supplement the standards specified herein. If additional standards conflict with the standards specified herein, the "Survey Request's" standard shall govern.

The Resident Engineer and SANBAG will decide all questions which may arise as to the quality or

acceptability of deliverables furnished and work performed for this contract. Any CONSULTANT employee who does not perform adequately will be replaced if directed by the SANBAG Construction Manager.

H. Availability and Work Hours

The typical workday includes all hours worked by SANBAG's construction contractor. The construction contractor's operations may be restricted to specific hours during the week, which will become the normal workday for CONSULTANT's personnel. On days when work is not performed by the construction contractor, such as rainy or unsuitable weather days, CONSULTANT services will not be provided unless authorized by the SANBAG Resident Engineer. When possible, the Resident Engineer will provide 8 hours advance notice if consultant services are not required.

Unless otherwise directed by SANBAG, the normal work week will consist of 40 hours. From time to time, overtime may be required. However, overtime will be worked only when directed in writing by SANBAG.

Once the notice to proceed has been issued, CONSULTANT will immediately begin all material testing. Once services begin, the CONSULTANT will proceed diligently until all required services have been satisfactorily completed.

Material testing will not be performed when conditions (such as weather, traffic, and other factors) prevent safe, efficient operations.

Most construction survey work will be required on an as needed basis as outlined in the "Survey Request".

Once the "Notice to Proceed" is issued, CONSULTANT will immediately begin all construction surveying. Once services begin, CONSULTANT will proceed diligently until all required services have been satisfactorily completed.

H. LIMITATIONS TO AUTHORITY

CONSULTANT does not have the authority to:

1. Authorize deviations from the contract documents.
2. Approve substitute materials or equipment; except as authorized in writing by SANBAG.
3. Conduct or participate in tests or third party inspections; except as authorized in writing by SANBAG.
4. Assume any of the responsibilities of the Contractors, Contractors' Superintendent, or subcontractors.
5. Exercise control over or be responsible for construction means, methods, techniques, sequences, procedures, or safety precautions.
6. Communicate directly with subcontractors or material suppliers without the prior consent of

the Contractor.

7. Verbally authorize or approve change orders or extra work for the Project.
8. Offer or receive incentives, inducements, or other forms of enumeration to or from the Contractor to perform services or work outside the terms of any executed contracts for this Project.

I. THIRD PARTY RELATIONSHIPS

This Contract is intended to provide unique services for specific projects that are a portion of the Measure I Valley Major Projects Program within San Bernardino County. In the development of the Project, SANBAG has worked closely with various professional consultants, agencies, and others in the preparation of the construction documents and other Project related materials. SANBAG, however, is solely responsible for and will be the sole point of contact for all contractual matters related to this Project. CONSULTANT shall take direction **only** from SANBAG and shall regularly inform **only** SANBAG of Project progress, outstanding issues, and all Project related matters.

During the course of the Project, CONSULTANT may find occasion to meet with City or County representatives, the design engineer, Project consultants, or other third parties who have assisted with the Project. These entities may, from time to time, offer suggestions and/or recommendations regarding the Project or elements of the Project. While SANBAG enjoys a close relationship with and has considerable confidence in the capabilities of these other parties, CONSULTANT shall not act on any suggestions, solicited or unsolicited, without obtaining specific direction from SANBAG. All oral and written communication with outside agencies or consultants related to the project shall be directed only to SANBAG. Distribution of Project related communication and information shall be at the sole discretion of SANBAG representatives.

J. CONSTRUCTION SITE SAFETY

In addition to the requirements specified elsewhere in this contract, the following also will apply.

1. CONSULTANT will conform to the safety provisions of the Caltrans Construction Manual.
2. CONSULTANT's field personnel will wear white hard hats with proper suspension, orange vests with reflective tape, sleeved shirt, long pants, and leather boots with ankle support and rubber soled shoes at all times while working in the field.
3. CONSULTANT will provide appropriate safety training for all CONSULTANT's personnel, including work on and near highways.
4. All safety equipment will be provided by CONSULTANT.
5. CONSULTANT will provide appropriate safety training for all CONSULTANT personnel. Training should include information on safety when working on or near highways.
6. All safety equipment shall be provided by CONSULTANT.

K. BASIS FOR SURVEY AND MONUMENT STAKING

SANBAG will designate the existing horizontal and vertical control monuments that are the basis of CONSULTANT performed surveys. SANBAG will provide the California Coordinate System values and/or elevation values for these monuments. CONSULTANT shall adjust CONSULTANT performed surveys to be the designated control monuments and the values.

Monuments established by CONSULTANT shall be marked by CONSULTANT with Caltrans furnished disks, plugs, tags. In addition, CONSULTANT shall identify CONSULTANT established monuments by tagging or stamping the monuments with the license or registration number of CONSULTANT'S surveyor who is in "responsible charge" of the work.

L. PERSONNEL QUALIFICATIONS AND RESPONSIBILITIES

The quantity and qualifications of field personnel to be assigned will be determined by the scope of the Project and the degree of difficulty of required tasks to be performed. All personnel and personnel assignments shall be subject to approval by SANBAG. While some areas of responsibility may overlap, as a guideline, CONSULTANT personnel assigned to the project shall have the following minimum qualifications:

1. Project Manager

Minimum qualifications shall be as follows:

- a. Six (6) years project management experience on similar highway and bridge construction projects.
- b. Accessible to SANBAG at all times during normal working hours.
- c. A thorough understanding of Caltrans construction practices and procedures.

The Project Manager will assume the following functional responsibilities:

- a. Review, monitor, train, and provide general direction for CONSULTANT inspection personnel.
- b. Assign personnel to projects on an as-needed basis.
- c. Administer personal leave.
- d. Prepare monthly reports for delivery to SANBAG.

2. Senior Resident Engineer

Minimum qualifications shall be as follows:

- a. Eight (8) years resident engineer experience on similar highway construction projects.
- b. Licensed Professional Civil Engineer in the State of California.

- c. Ability to work independently, make effective decisions concerning construction work in progress, and solve field problems.
- d. Accessible to SANBAG at all times including weekends and holidays.
- e. Thorough understanding of Caltrans field methods, practices, and construction office procedures.

The Senior Resident Engineer will assume the following functional responsibilities:

- a. Monitor and provide daily direction to CONSULTANT Resident Engineers and inspection personnel.
- b. Assign field personnel to specific project tasks.
- c. Monitor and track Contractor progress.
- d. Prepare daily, weekly and monthly reports as required.
- e. Coordinate efforts of the Construction Staking and Material Testing consultants under contract with SANBAG.
- f. Coordinate utility relocations with appropriate agencies and the utility inspector.
- g. Act as prime field contact between various project Contractors and SANBAG's Construction Manager.

3. Resident Engineer

Minimum qualifications shall be as follows:

- a. Four (4) years resident engineer experience on similar highway construction projects.
- b. Licensed Professional Civil Engineer in the State of California.
- c. Ability to work independently, make effective decisions concerning construction work in progress, and solve field problems.
- d. Accessible to SANBAG at all times including weekends and holidays.
- e. Thorough understanding of Caltrans field methods, practices, and construction office procedures.

The Resident Engineer shall act under the direction of the Senior Resident Engineer and will assume the following functional responsibilities:

- a. Monitor and provide daily direction to CONSULTANT inspection personnel.

- b. Assign field personnel to specific project tasks.
- c. Monitor and track Contractor progress.
- d. Prepare daily, weekly and monthly reports as required.
- e. Coordinate efforts of the Construction Staking and Material Testing consultants under contract with SANBAG.
- f. Coordinate utility relocations with appropriate agencies and the Caltrans utility inspector.
- g. Act as prime field contact between SANBAG's Segment Manager and the various project Contractors.

3. Lead Field Inspector

Minimum qualifications shall be as follows:

- a. Six years (6) construction inspection experience in public works or similar highway projects or a four-year degree in the field of civil engineering, transportation and four years of similar construction experience.
- b. Knowledge of Caltrans construction practices, physical characteristics and properties of highway construction materials, and approved methods and equipment used in making physical tests of construction materials.
- c. Ability to work independently, make effective decisions concerning construction work in progress, and solve field problems.
- d. Ability to direct the efforts of subordinate inspectors.
- e. Understanding of Caltrans field and construction office procedures.
- f. Ability to use an automatic level and transit for the purpose of verifying line and grade.

The Lead Field Inspector will assume the following functional responsibilities:

- a. Assist in inspections to assure compliance with contract plans, specifications, and special provisions on all phases of highway construction.
- b. Assist in the preparation of contract change orders, contract estimates, progress pay estimates, and other documents or reports required for the Project.
- c. Coordinate field testing of materials to monitor compliance with Project specifications and Caltrans Quality Assurance Program.
- d. Maintain accurate and timely project records. Perform quantity calculations for progress pay estimates.

- e. Perform analytical calculations such as basic earthwork, grading, profiles, and special staking procedures.
- f. Provide input for the redesign of facilities to fit existing field conditions.
- g. Monitor and track Contractor progress. Prepare daily, weekly, and monthly reports as required.

4. Field Inspector

Minimum qualifications shall be as follows:

- a. Two years construction inspection experience in public works or similar highway projects or a four-year degree in the field of civil transportation engineering.
- b. Knowledge of construction practices, physical characteristics and properties of highway construction materials, and approved methods and equipment used in making physical tests of construction materials.
- c. Ability to work independently. Ability to make minor decisions concerning construction work in progress and to solve field and office problems.
- d. Understanding of Caltrans construction methods and practices.
- e. Ability to use an automatic level and transit for the purpose of verifying line and grade.

The Field Inspector will assume the following functional responsibilities:

- a. Assist in inspections to assure compliance with contract plans, specifications, and special provisions on all phases of highway construction.
- b. Assist in preparation of contract change orders, contract estimates, progress pay estimates, and other documents or reports required for the Project.
- c. Coordinate field testing of materials to monitor compliance with Project specifications and Caltrans Quality Assurance Program.
- d. Perform quantity calculations for progress pay estimates and maintain Project records.
- e. Perform analytical calculations such as basic earthwork, grading, profiles, and special staking procedures.
- f. Provide input for the redesign of facilities to fit existing field conditions.
- g. Perform labor compliance interviews of the Contractors' personnel.

5. Structural Representative or Lead Structural Inspector

Minimum qualifications shall be as follows:

- a. Six (6) years of bridge or structural construction inspection as related to Caltrans or major public works projects and a four-year degree in civil engineering.
- b. Licensed Professional Civil Engineer in the State of California.
- c. Knowledge of stress analysis, structural mechanics, and strength of materials.
- d. Knowledge of Caltrans construction practices and the physical characteristics and properties of various highway bridge construction materials including concrete.
- e. Experience in the following areas: foundations, pile driving, concrete prestressing, bridge deck construction, falsework, and shoring. Additional construction experience in the following areas is also needed: bridge retrofit, deep excavations, hard driving conditions, and deep foundations.
- f. Ability to work independently. Ability to perform duties in the construction field office and effectively make decisions concerning construction work in progress and solving field problems.
- g. Ability to direct the efforts of subordinate inspectors.
- h. Ability to use an automatic level and transit for the purpose of verifying line and grade.
- i. Thorough understanding of Caltrans field methods, practices, and construction office procedures.

The Structural Representative shall assume the following functional responsibilities:

- a. Assist in inspections to assure compliance with contract plans, specifications, and special provisions on all phases of structural construction such as bridges, foundations, walls, falsework, shoring, and drainage structures.
- b. Make grade, alignment, quantity, falsework, and shoring calculations.
- c. Assist in the preparation of contract change orders, contract estimates, progress pay estimates, and other documents or reports required for the Project.
- d. Coordinate the sampling and testing of construction materials to monitor compliance with contract specifications.
- e. Monitor and track Contractor progress. Prepare daily, weekly, and monthly reports as required.
- f. Coordinate with Resident Engineer, as well as the Construction Staking and Material Testing consultants under contract with SANBAG.

- g. Direct subordinate inspectors.

6. Structural Inspector

Minimum qualifications shall be as follows:

- a. A minimum of two (2) years of bridge design or structural construction inspection as related to Caltrans or major public works projects or a four-year degree in civil or structural engineering.
- b. Knowledge of stress analysis, structural mechanics, and strength of materials.
- c. Knowledge of construction practices and the physical characteristics and properties of various highway bridge construction materials including concrete.
- d. Experience in one or more of the following areas: pile driving, concrete prestressing, bridge deck construction, falsework, and shoring.
- e. Ability to work independently and make minor decisions concerning construction work in progress and to solve field and office problems.
- f. Ability to use an automatic level and transit for the purpose of verifying line and grade.

The Structural Inspector will assume the following functional responsibilities:

- a. Assist in inspections to assure compliance with contract plans, specifications, and special provisions on all phases of structural construction such as bridges, foundation, walls, falsework, shoring, and drainage structures.
- b. Make grade, alignment, quantity, falsework, and shoring calculations.
- c. Assist in the preparation of contract change orders, contract estimates, progress pay estimates, and other documents or reports required for the Project.
- d. Sampling and testing of construction materials to monitor compliance with contract specifications and Caltrans Quality Assurance Program.

7. Office Engineer

Minimum Qualifications shall be as follows:

- a. Two years (2) office engineering on similar Caltrans highway and/or bridge construction projects.
- b. Knowledge of Caltrans Office of Highway Construction forms used to administer construction projects.
- c. Knowledge of Caltrans system of document organization.

- d. Knowledge of construction records and accounting procedures.
- e. Knowledge of documentation, procedures, and reporting for federally funded projects.
- f. Knowledge of laws and regulations governing the payment of prevailing wages.

The Office Engineer will assume the following functional responsibilities:

- a. Process monthly progress pay estimates, monthly status reports, extra work reports, and weekly statements of working days.
- b. Prepare and process contract change orders.
- c. Monitor construction budget and schedule.
- d. Prepare, maintain, and/or file project documents including labor and equipment records, correspondence, memoranda, meeting minutes, claims, personnel records, labor compliance reports, and daily, weekly, and monthly reports.
- e. Perform routine calculations and checking of quantities.
- f. Coordinate all office activities and functions with SANBAG representatives.

CONSULTANT's personnel will be capable of performing the types of material testing services described above in "Description of Required Services" with minimal instructions.

8. Materials Testing Project Manager

- a. Four years project management experience on a similar highway/bridge construction project.
- b. Licensed civil engineer in the State of California.
- c. Ability to use typical computer programs including word processing and spreadsheets.
- d. Accessible to SANBAG at all times during normal working hours.

Under the direction of SANBAG, the project manager will assume the following functional responsibilities:

- a. Review, monitor, train, and provide general direction for CONSULTANT's laboratory and field personnel.
- b. Assign personnel to projects on an as-needed basis in coordination with SANBAG's Resident Engineer.
- c. Administer personal leave, subject to approval of SANBAG's Resident Engineer.
- d. Prepare monthly reports for delivery to the SANBAG project manager.
- e. Provide direction, administration, and responsibility for Materials Certification per Caltrans Construction Manual, Section 8-01.

Material testing personnel will be certified by a California Registered Civil Engineer as being experienced and competent in the test procedures required for the work involved (and possess a current certificate of proficiency (Form MR-0111) in accordance with Quality Assurance Program Manual (Section 3-5). Independent certification of Caltrans test procedures may be performed at the discretion of the SANBAG Construction Manager.

9. Materials Technicians

CONSULTANT personnel provided under this contract will have a variety of skills and experience appropriate for the level of tasks to be assigned. Field personnel will have a minimum of two years experience in conducting material sampling and testing of the type required for the projects involved and will possess the following additional capabilities:

- a. Have the ability to establish specific locations for appropriate tests when construction contract administration personnel are not available.
- b. Be familiar with construction practices and be fully aware of construction activities at the project site.
- c. Have knowledge of and comply with safety and health regulations and requirements applicable to the project.

Specific qualifications for technicians are as follows:

CONSTRUCTION TECHNICIAN I

Performs a variety of semi-skilled activities.

Examples of duties assigned to this classification are:

- Conducting quality control tests such as soil densities, sieve analysis tests, operation scales and inspecting spread operations.
- Sampling and transporting produced construction materials from point of application or production to testing laboratory.

Knowledge and Skills Required

- Knowledge of tools, equipment and vehicles utilized in highway construction.
- Knowledge of standard equipment and materials used for the sampling and testing of construction material.
- Knowledge of basic mathematics used in the computation of a variety of construction items.
- Knowledge of record keeping, preparing of documents and reports.

TECHNICIAN II

Performs a variety of skilled activities

Examples of duties assigned to this classification are:

- Inspecting minor construction items, sampling and inspection of steel reinforcement, sampling and inspection of concrete placing operation.
- Collect and analyze soil samples of construction materials to determine compaction and moisture content.
- Inspection and sampling of all phases of asphaltic concrete and PCC paving operation, including plant inspection.
- Confers with construction engineers and contractors regarding construction in progress and is conformance to specifications and construction plans.
- Answers questions and resolves problems.
- Inspects construction in progress to ensure conformance with specification, agreements, and established requirements.
- Keeps daily diary of work progress.
- Prepares reports on all field inspections and submits project quantities on a daily basis.
- Keeps accurate documentation for force accounts and possible claims.

Knowledge and Skill Required:

- All knowledge and skills required of lower classification.
- Knowledge of currently accepted methods, procedures and techniques used in highway construction inspection, survey, materials testing, and quality control equipment.
- Skill in interpersonal relations as applied to contact with contractors, representatives of other governmental jurisdictions, and other SANBAG/Caltrans staff.

TECHNICIAN III

Exercise considerable independent judgment within general Caltrans standards and guidelines.

Examples of duties assigned to this classification are:

- Inspect highway construction on an ongoing basis to assure compliance with contract and in accordance with State and local standards.
- Perform a variety of structural material tests and inspections.
- Reviews construction plans and verified that these are in accordance with designated specifications and other requirements.
- Participates in the preparation of completed work estimates, to calculate compensation due contractor.
- Examines and verifies numeric data and material specifications on project cost source documents, utilizing geometry and trigonometry calculations.
- Supervises all work activities involved in construction projects, laboratory, and quality control work.
- Recommends approval of proposed project changes.

Knowledge and Skills Required:

- All knowledge and skills required of lower classifications.
- Knowledge of the principles and practices of Civil Engineering as applied to the

- construction of state highways.
- Skill in analyzing and evaluating a wide variety of highly technical engineering data, including construction plans, field survey and quality control documents.
- Skill in interpreting and implementing Caltrans standards, policies, procedures and regulations.
- Skill in interpersonal relations, as applied to contacts with contractors, representatives of other governmental jurisdictions, and other SANBAG/Caltrans staff.

10. Construction Surveying Project Manager

Minimum qualifications for the position of Project Manager shall be as follows:

- Four (4) years project management experience on similar highway construction projects.
- Licensed Surveyor or pre-January 1, 1982, Registered Professional Engineer in the State of California.
- Accessible to the Resident Engineer and SANBAG at all times during normal working hours as specified in this Scope of Services.

Under the direction of the Resident Engineer and SANBAG the project manager will be responsible for:

- Review, monitor, train, and provide general direction for CONSULTANT survey personnel.
- Assign personnel to projects on an as-needed basis.
- Administer personal leave, subject to approval of the Resident Engineer.
- Prepare monthly reports for delivery to the SANBAG project manager.

11. Field Party Chiefs

- Minimum qualifications for the position of Party Chief shall meet at least one of the following licensing requirements:
 1. A licensed Land Surveyor in the State of California.
 2. A pre-January 1, 1982, Registered Professional Civil Engineer in the State of California
 3. An experienced surveyor who serves as chief under the direction or supervision of a person who is a licensed Land Surveyor or pre-January 1, 1982, Registered Professional Civil Engineer in the State of California. The direction or supervision shall place the supervisor in “responsible charge” of the work. “Responsible Charge” is defined in Chapter 15 of the Business and Professions Code (the Land Surveyor’s Act) and Title 16, Chapter 5, of the California Administrative Code (regulations adopted by the Board of Registration for Professional Engineers and Land Surveyors).
- Two (2) years survey experience on similar highway construction projects.
- Thorough knowledge of construction survey practices and the ability to read and interpret plans and specifications.

- Ability to make effective decisions concerning field problems and work in progress.
- Familiarity with typical coordinate geometry computer programs.
- Familiarity with safety requirements for surveying near traffic.

Under the direction of the Resident Engineer, the Party Chiefs will assume the following responsibilities:

- Perform construction staking services for highway construction.
- Administer day to day activities for the survey party.
- Perform analytical survey calculations for items such as grading, horizontal and vertical control, right of way, and minor in-field design.
- Maintain continuous communication with the Resident Engineer, field personnel, and construction administration staff.

12. Survey Crews

Minimum qualifications for survey crew members shall be as follows:

- One (1) year survey experience on similar highway construction projects.
- Fundamental knowledge of construction survey practices and the ability to read and interpret plans and specifications.
- Ability to assist Party Chiefs and office personnel in all required surveying work.
- One survey crew member must have the ability to assume temporary leadership of the survey party in the absence of the Party Chief.

Under the direction of the Resident Engineer and the Party Chief, the survey crew members will assume the following responsibilities:

- Perform basic calculations to support highway construction staking.
- Maintain continuous communication with Party Chiefs and office personnel.

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Adopted by the Board of Directors January 3, 1997	Revised	7/2/03
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Important Notice: A hardcopy of this document may not be the document currently in effect. The current version is always the version on the SANBAG Intranet.

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I. PURPOSE

This policy establishes contracting and procurement standards to guide the selection of the most qualified firms to perform services to the best advantage of the Agency. It provides guidance to SANBAG staff with respect to policy considerations adopted by the SANBAG Board of Directors.

II. REFERENCES

[Policy 10025](#), Guidelines for Agenda Materials

III. POLICY

All contracts, including contracts for construction projects, leases of real property, professional services, and service and maintenance contracts, shall be processed according to the following policies.

IV. CONTRACT TYPES

SANBAG may enter into a variety of contract types, each of which may be subject to different rules as a function of state and/or federal law and SANBAG policy. The different contract types and rules affecting them are specified in this policy.

A. Professional Services Contracts

1. SANBAG may, from time to time, enter into agreements with private firms or other agencies to perform ongoing services. Such contracts are geared toward the performance of specific functions on a continuing or as-needed basis, as opposed to the completion of a clearly specific scope of work or preparation of a discrete work product. Examples of professional services contracts are for legislative advocacy, legal counsel, program management, and construction management.

2. When selecting private firms to perform such services, this type of contract must be awarded on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services at a fair and reasonable price to SANBAG. Such selection shall take into consideration prior experience of the firm and/or representatives, understanding of work to be completed, knowledge of the working environment, and particular skills and expertise of the firm and/or representatives proposed for the function.

B. Product Specific Professional and Technical Services Consultants

1. SANBAG may enter into contracts for the preparation of specific designs, studies, reports, or work products. These contracts are defined by very specific scopes of work and discrete work products, set periods of performance, and negotiated costs. Examples of product specific professional services contracts are for architectural reports, historic surveys, engineering reports and feasibility studies.

2. When selecting private firms to perform such services, this type of contract must be awarded based on demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services at a fair and reasonable price to SANBAG. Such selection shall take into consideration prior experience of the firm and project managers, organization of the project tasks, understanding of tasks to be completed, understanding of project goals, knowledge of the working environment, and particular skills and expertise of the firm and/or managers proposed for the project.

C. Public Works/Construction Contracts

SANBAG may enter into contracts for public works or specific construction. These contracts are subject to the California Public Contracts Code and must be awarded to the lowest responsible bidder. Examples of this type contract are for roadways, bridges, signals, and other public works projects.

D. Leases of Real Property

SANBAG may, from time to time, enter into contracts for the leasing of real property belonging to SANBAG or leased for use by SANBAG. Examples of this type contract are for office space occupied by SANBAG staff, lease of rail rights-of-way owned by SANBAG not immediately required for rail operations; or other short-term project specific leases.

E. Purchase Orders

1. The purchase order procedures are developed for efficiency in processing transactions where services and supplies are clearly specified and provide for expedient delivery of products and services. Purchase orders are binding documents that establish a vendor's acceptance of the offer and mutually agreed upon terms and conditions, expected performance, and consideration for performance.

2. Products and services for amounts less than \$25,000 in any one-year period, other than purchase and lease of real property and employment contracts, may be purchased using purchase order procedures.

3. The Executive Director, or his designee, is authorized to approve Purchase Orders up to an amount of \$25,000. Purchase Orders over \$25,000 or exceeding a cumulative amount of \$25,000 in any one year period must be approved by the Board of Directors.

4. All procurements for supplies and services approved by the Executive Director, or his designee, in excess of \$5,000 shall be routinely reported to the Board of Directors.

V. STANDARD PROCEDURES

The SANBAG standard practice shall be that:

A. Contracts shall be required for construction projects, roadwork, purchase or lease of real property and all employment contracts.

B. All contracts shall be reviewed by legal counsel prior to presentation to the Board for approval.

C. All contracts shall specify a period of performance, description of the function to be performed, total contract amount, and appropriate performance standards.

D. All contracts shall contain a standard non-discrimination clause.

E. When utilizing state and federal funds requiring more rigorous or different standards than applied by these policies, such standards will prevail. SANBAG is responsible for ensuring that such standards are met and/or are included in appropriate contracts.

F. The maximum term for standard SANBAG contracts, unless otherwise authorized by the Board of Directors, shall be for three years.

G. Special consideration is required in the instances of a formal competitive process resulting in only one bidder. In those instances, SANBAG staff shall evaluate factors relative to the competitive process, including adequacy of notification to qualified competitors, requirements of the RFQ/RFP, the amount of time provided to respond to the RFQ/RFP, adequacy of the one proposal received, and urgency. After such an analysis, the Executive Director shall make a recommendation to either accept or reject the proposal. Each circumstance will require consideration of facts relevant to the specific solicitation and work to be performed.

H. All contracts, contract amendments, and memoranda of understanding must be approved by the Board of Directors, unless otherwise authorized by the Board of Directors. In order to prevent delays that would result in negative impacts to SANBAG projects and/or programs, SANBAG staff will provide sufficient time for SANBAG Policy Committees and the Board of Directors to appropriately review and consider staff recommendations for approval of contracts and contract amendments. Refer to [Policy 10025](#).

I. In the event of significant time constraints, extenuating circumstances, or emergencies when approval is required, either the Administrative Committee or the Plans and Programs Committee is authorized to approve contracts in excess of \$25,000, subject to Board of Directors ratification. Ratification shall be obtained at the next regularly scheduled meeting of the Board of Directors following such approval.

J. The SANBAG President is the officer designated to sign contracts on behalf of the organization, unless otherwise authorized by the Board of Directors. In the absence of the SANBAG President, the SANBAG Vice President is authorized to sign contracts on behalf of the organization.

VI. PUBLIC WORKS CONTRACTS

Public Works Contracts over \$6,500 shall be awarded based upon a competitive process as governed by California Public Contracts Code.

VII. SUPPLIES AND SERVICES CONTRACTS

SANBAG shall maintain a listing of vendors who have expressed an interest in doing business with the Agency. The listing shall include the vendor's primary contact for competitive processes and the vendor's field of expertise as stated by the vendor.

A. Supplies and Services Competitive Processes

1. Informal Competitive Procurement

Informal competitive procurement procedures will generally be used for purchases in excess of \$5,000, but not exceeding \$25,000. The following general procedures, depending upon the type of purchase, should be used for informal competitive procurement:

- a. A telephone survey for quotations will generally be taken for purchases of goods and services. In such cases, the buyer specifically identifies the item being purchased. Award of a purchase order will be to the lowest responsive responsible bidder whose bid conforms to the requirements.
- b. Informal Requests for Quotes or letters may be required if the goods or services being requested require bidders to have more detail. SANBAG will issue a Request for Quotation to a limited number of firms/individuals. Award of a purchase order will be to the responsible bidder whose bid conforms to the requirements and is most advantageous to SANBAG as to price and other factors considered.
- c. Use of electronic quotation systems operating within San Bernardino County is authorized.
- d. SANBAG will document results of all such informal procurement actions.

2. Formal Competitive Procurements - Request for Proposal/Request for Qualifications

The formal Request for Proposal (RFP)/Request for Qualifications (RFQ) process is used to solicit proposals for services in excess of \$25,000 and for solicitation of proposals less than \$25,000 in instances where this process is deemed appropriate.

- a. The RFP/RFQ process is a competitive procurement process that requires evaluation of offeror's proposal and qualifications. This competitive procurement process does not require award to the lowest bidder.
- b. This process applies to professional services contracts and product specific professional and technical consulting contracts, including engineering, environmental, surveying, construction management, and architectural services. These contracts shall be awarded based upon demonstrated competence and on the professional qualifications and capabilities necessary for the performance of services required at a fair and reasonable price to SANBAG.
- c. SANBAG will provide complete RFP packages to vendors identified as providing the specific services being requested in the RFP/RFQ either by mail or other methods.
- d. SANBAG will maintain a control record as RFP packets are distributed indicating the date and time of distribution. The record shall contain the names and addresses of offerors receiving the proposal invitations and attendance at pre-proposal conferences, if held. The control record shall be used as a mailing list for the issuance of addendums and as a verification record in the case of vendor protests.
- e. Pre-proposal conferences will be held, when appropriate, to discuss the basic requirements such as instructions to the offerors, funding, contract type, evaluation criteria, and specific points that should be addressed in each proposal.
- f. Included in the RFP/RFQ, will be the question if their firm was ever terminated from a contract. If so, the firm will be required to describe the facts and circumstances in detail.

3. Formal Competitive Procurements - Request for Bids

- a. The competitive sealed bid method of procurement is used for purchases in excess of \$25,000:
 1. When a complete, adequate and realistic specification or purchase description is available;
 2. Two or more responsible suppliers are willing and able to compete effectively; and
 3. The procurement lends itself to a firm-fixed price contract and the election of the successful bidder can be made on the basis of price.
- b. A control record will be maintained as invitations for bids are distributed indicating the date, time, and/or place of distribution or notice. The record shall contain the names and addresses of offerors receiving the proposal invitations or posting of the notice. The control record shall be used as a mailing list for the issuance of notices relative to the request for bids and as a verification record in the case of vendor protests.
- c. Award of a contract shall be made to the responsive, responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is lowest in price.

B. Consultant Selection Process

1. Authorization to circulate Request for Proposals (RFP)/Request for Qualifications (RFQ). Staff will obtain Board of Directors approval prior to circulation of any RFP/RFQ.
2. Preparation and distribution of RFP/RFQ. SANBAG staff and/or contract staff will prepare the scopes of work and the RFP/RFQ.
3. Appointment of Selection Team. The Board of Directors, Policy Committees and/or SANBAG staff shall appoint a selection team. A representative of SANBAG member jurisdictions or representatives of SANBAG counterpart agencies shall be invited to participate in the selection of contractors and consultants, when appropriate. In the instance of SANBAG Major Projects contracts, the selection team shall consist of 2 Caltrans representatives and 3 representatives from member or counterpart agencies, or members of the Board of Directors or their designees. Members of the selection team shall be appointed with reference to the discipline involved and the location of the project. When possible, SANBAG staff shall participate in the entire selection process.

4. SANBAG Staff. As used in this policy, the term “SANBAG staff” refers to full-time employees of SANBAG.

5. Responses to Queries. Numerous inquiries are typically received during the circulation period for any RFP/RFQ. Relevant information will be provided, and pre-proposal conferences will be held, when appropriate, to discuss the basic requirements such as instructions to offerors, funding, contract type, evaluation criteria, terms, scope, and the selection process. The names of the selection team are often requested. Relevant technical information will be provided, but names of the selection team shall not be made available prior to formal interviews.

6. Short-listing. Short-listing is the most important part of the process. Narrowing the list to a small set of qualified firms greatly reduces the likelihood of making a poor selection. Ensuring an adequate short-list is therefore very important. Members of the selection team shall review and evaluate all responses to establish a short-list of the most highly qualified firms in preparation for formal interviews.

For SANBAG Major Projects contracts, SANBAG staff and/or contract staff shall review all the statements of qualifications and prepare a single qualitative evaluation for each firm’s response to the RFP/RFQ that includes evaluative comments and rationale. Besides the normal criteria, the evaluative comments will focus especially on the following points:

- Understanding of the project.
- Management structure of the project team.
- Project approach.

This summary evaluation will then be forwarded to the actual selection team for their reference and use. The summary evaluations will be advisory only, and will not provide a ranking or numeric scoring of submittals. Each member of the team must then perform an independent review of the responses. The Director of Freeway Construction will then convene the selection team to prepare the short-list.

7. Interviews. The selection team shall convene to interview the short-listed firms. For SANBAG Major Projects contracts, one contract staff member shall be designed as ex officio member to participate during the interview process in questioning and discussion, but shall have no vote, and will not attempt to influence the decision. This will ensure adequate technical expertise and perspective from SANBAG’s program interests.

8. Debriefing. An essential part of the selection process is the debriefing of firms that were either not short-listed or not selected. Members of the selection team shall designate one member to meet with unsuccessful proposers to explain the selections that have been made and to offer recommendations for improving future proposals. Contract staff will not participate in the debriefing.

These procedures are intended to ensure that only highly qualified firms matching SANBAG’s needs will be selected.

C. Local Preference Policy

1. The term “local” shall apply only to San Bernardino County until or unless an agreement with Riverside County Transportation Commission and/or other Riverside County agencies can be executed to define “local” as relating to the greater Inland Empire (both Riverside and San Bernardino Counties).

2. The purpose of this policy is to encourage firms to locate and remain in San Bernardino County and to promote economic development in San Bernardino County.

3. It is the policy of SANBAG to utilize the services of local consultants/firms to provide consulting services. SANBAG will award up to a 10 percent credit to local consultants/firms submitting Statements of Qualifications for professional services and consulting work. This policy shall not apply to contracts required under state law to be awarded on the basis of competitive bid.

4. This policy shall not retroactively apply to any existing contracts.

5. Firms shall be defined as follows:

A. Local. A firm shall be considered local and be awarded full 10 percent local preference credit, if the firm's main, or headquarters, or major regional office is in San Bernardino County. For this policy, a major regional office is defined as a business location apart from the headquarters which:

- Has been issued a business license, if required, and has been established and open for a minimum of six months prior to the date that the SANBAG Board or Executive Director authorizes the circulation of an RFP/RFQ for any contract it which it responds, and
- Can demonstrate on-going business activity in the field of endeavor on which they are proposing from that office during the preceding six months, and
- Has a minimum of one senior management employee and nine regular employees working full time from the San Bernardino County location.

B. Partly Local Firm. A firm headquartered elsewhere with a branch office in San Bernardino County shall be considered partly local and receive 5 percent credit when it:

- Has been issued a business license, if required, and has been established and open for a minimum of six months prior to the date that the SANBAG Board or Executive Director authorizes the circulation of an RFP/RFQ for any contract it which it responds, and
- Can demonstrate on-going business activity in the field of endeavor on which they are proposing from that office during the preceding six months, and
- One senior management employee and four regular employees work at the partly local office.

C. Non-local Firm. A firm not fulfilling all the requirements of the preceding paragraph 5B shall be awarded 2.5 percent local preference credit on a graduated basis in keeping with the extent to which those requirements are satisfied by their sub consultants (e.g., 25 percent of the work in question to be performed by local sub consultants will warrant 25 percent of the local preference credit allowable for partly local firms).

6. A "local presence report" providing specific information regarding the firm's local operation will be required as part of the Statement of Qualifications. For information purposes, all firms submitting proposals will be requested to prepare and provide a breakdown of those employees proposed to be engaged in the contracted work in the local office by county of residence.

7. Firms with no existing local office for a minimum of six months prior to the time that the SANBAG Board authorizes the circulation of the RFQ/RFP shall be awarded no local preference credit.

8. This policy shall not apply in contracts where federal funds are involved.

D. Major Projects Negotiating Guidelines

The SANBAG Major Projects Task Force adopted guidelines on May 3, 1995, relative to Major Projects Negotiating Guidelines. Those guidelines shall provide guidance to SANBAG staff in negotiating professional services and product specific professional and technical services consultants. After following those guidelines, where staff, after diligent effort, cannot recommend a contract with the highest ranking firm due to an inability to negotiate a fair and reasonable price, negotiations will be initiated with the second highest ranking firm and proceed to a contract recommendation.

E. Sole Source Process

In those specific instances when it may be necessary or prudent to enter into sole source contracts, specific approval shall be required.

1. All sole source contracts shall be governed by the following guidelines:

- a. Sole source contracts may be recommended for approval upon a finding of appropriateness and that it is in the best interest of the agency to do so.
 - b. Contracts may be recommended for approval on a sole source selection based upon a requirement for unique qualifications, the existence of significant time constraints, and/or in certain instances of demonstrated experience.
 - c. Any recommendation for approval of a contract for which a competitive process has not been completed shall contain justification for the lack of competition.
 - d. Any recommendation to the Board of Directors for sole source procurement must be specifically called out in the agenda item and shall be placed on the discussion calendar.
2. The Executive Director, or his designee, shall approve sole source procurements up to \$25,000, using the guidelines outlined in this section. Such sole source procurements shall be routinely reported to the Board of Directors.
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VIII. LEASING OF REAL PROPERTY

- A. The SANBAG Board of Directors shall approve all lease agreements resulting from a call for bids.
- B. The call for bids shall be posted in at least three public places for not less than 15 days and published for not less than two weeks in a newspaper of general circulation. The highest proposal for the proposed lease submitted in response to a call for bids shall be accepted, or all bids shall be rejected.
- C. Leases for a period not exceeding ten years and having an estimated monthly rental of not more than \$5,000 may be excluded from the bidding procedure specified in the preceding paragraph 11000.8.B above. Leases excluded from the bidding procedure specified in paragraph 11000.8.B shall be subject to the following requirements.
1. Notices requesting offers to lease SANBAG property shall be posted in the SANBAG offices. Notices shall also be mailed or delivered at least 15 days prior to accepting offers to lease to any person who has filed written request for notice with SANBAG. Such requests to receive notices shall be renewed annually. Notice shall be published as provided in Government Code Section 6061.
 2. Notices requesting offers to lease SANBAG property shall describe the property proposed to be leased, the terms of the lease, the location where offers to lease the property will be accepted, the location where leases will be executed, and any SANBAG officer authorized to execute the lease.
 3. The Executive Officer, or his designee, is authorized to approve and execute leases exempted from the bidding procedures specified in the preceding paragraph 11000.8.B.
 4. Leases exempt from the bidding procedures specified in the preceding paragraph 11000.8.B are not renewable except by approval of the Board of Directors after a competitive process.
- D. The SANBAG Board of Directors' approval is required on all leases of real property for use by SANBAG, except that the Executive Director, or his designee, is authorized to lease real property for a term not to exceed three years and for a rental not to exceed \$2,500 per month. The Executive Director, or his designee, is authorized to amend real property leases for improvements or alterations with a total cost not to exceed \$2,500, provided that the amendment does not extend the term of the lease and that no more than two amendments, not exceeding \$2,500 each, are made within a 12-month period.
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IX. AMENDMENTS TO CONTRACTS

From time to time, it may be necessary or convenient to amend contracts. All contract amendments shall be approved by the Board of Directors unless otherwise provided by action of

the Board of Directors. Amendments may relate to all contract components of the various contract types: terms and conditions, period of performance, compensation and fee, scope of work, or functional responsibility.

A. Professional Services Contracts

1. In those instances where it has been determined that professional services are required beyond the term of the existing contract, the standard practice shall be for the contract to be reviewed prior to the end of the contracted performance period and assessed relative to (1) the scope and continued need for the function performed, (2) the adequacy of performance under the contract, and (3) other terms and conditions of the agreement.

In certain instances, SANBAG professional services contractors are required to work closely with other public agency partners and SANBAG member jurisdictions. When such a professional services contract is being considered for revised scope or extension, SANBAG will solicit input from the representatives of those public agencies on the performance, demeanor, and timely implementation of work performed by the contractor.

2. Based upon the demonstrated competence and on the professional qualifications of the contractor and upon the particular project needs, professional services contracts may be recommended for extension or be recommended for re-competition.

3. Re-competition for professional services contractors serves to assess the competitive market conditions relative to expertise and pricing for services and may be prudent on a periodic basis. However, where professional services relate to specific on-going projects or levels of unique qualifications, skills, and experience, it may be appropriate to extend such contracts without re-competition. Staff shall analyze each contract based upon the specific project needs and include justification for such recommendation to the Board of Directors.

4. In those instances where it may be prudent for SANBAG staff to recommend against a renewed competitive process, the decision for lack of renewed competitive process may include the following instances:

- a. When the amendments are the result of an increase in the scope of work for the same project, wherein the qualifications and experience required to perform the new tasks were clearly examined as part of the prior competitive process.
- b. When, on the basis of a specific finding or competitive process prior to approval of the original contract, the contractor was determined to be the most qualified and responsive to undertake the work addressed by the contract amendment.
- c. Where the contractor, based upon findings presented to the Board, of (1) specific qualifications, (2) unique knowledge of the project, or (3) unique knowledge of the work required, is found to be preeminently positioned to perform the work.

B. Product Specific Professional and Technical Services Consultant Contracts

1. The Board of Directors may periodically approve amendments to product specific professional and technical services consulting contracts contingent upon contractor performance and negotiation. Amendments may address all contract components, but typically relate to increased cost, the period of performance to accomplish the project, or adjustments to the scope of work.

2. Amendments to increase the cost and/or period of performance of an established scope of work are approved as a matter of prudence and necessity. These result from increased difficulty or range of work effort to accomplish the defined scope. Examples requiring such amendments include actions in response to review comments, the imposition of new state or federal regulations, various design complications, and other factors generally beyond the consultant's control and not anticipated during the initial cost proposal.

C. Public Works/Construction Contracts

1. Amendments and change orders to Public Works/Construction contracts shall comply with the California Public Contracts Code.

2. The Director of Freeway Construction is authorized to approve Construction Change Orders on all SANBAG Construction Contracts up to the authorized contract contingency amount and subject to the limitations imposed by Section 20142 of Public Contract Code. Change orders approved by the Director of Freeway Construction will be presented monthly for review and ratification by the Major Projects Committee. In the event that the \$150,000 limitation of Public Contract Code Section 20142 must be exceeded, prior approval of the SANBAG President will be obtained.

X. STANDARD OF ETHICS

A. No SANBAG employee shall solicit, demand or accept from any person anything of a monetary value for or because of any action taken, or to be taken, in the performance of his or her duties. An employee failing to adhere to the above will be subject to any disciplinary proceeding deemed appropriate by SANBAG, including possible dismissal.

B. No SANBAG employee shall use confidential information for his or her actual or anticipated personal gain, or the actual or anticipated personal gain of any other person related to such SANBAG employee by blood, marriage, or by common commercial or financial interest. An employee failing to adhere to the above will be subject to any disciplinary proceeding deemed appropriate by SANBAG, including possible dismissal.

XI. REVISION HISTORY

Revision No.	Revisions	Adopted
0	New Policy. Adopted by the Board of Directors	01/03/97
1	Modified Para. 11000.10	01/07/98
2	Modified Para. 11000.7.2	01/07/98
3	Deleted & replaced Para. 11000.7.3	01/07/98
4	Added Para. 11000.10 B	03/04/98
5	Modified Para. 11000.10	06/03/99
6	-Added Para. 11000.7.2.f -Modified Para. 11000.7.3.5.B -Modified Para. 11000.9.3.2	09/01/99
7	-Added new Para. 11000.5.G -Re-identified Para. 11000.5.H (was Para. 11000.5.G) and revised to add "...or the Plans and Programs Committee . . ." -Re-identified Para. 11000.5.I (was Para. 11000.5.H) -Moved Para. 11000.7.5.3 to new paragraph 11000.7.5.1.d and added "...and shall be placed on the discussion calendar." -Added Para 11000.12 REVISION HISTORY	07/05/00
8	-Revised Par. 11000.2 DEFINITIONS to REFERENCES and added Policy 10025, Guidelines for Agenda Materials. -Revised Paragraphs 11000.5.H and 11000.5.I -Re-numbered original Par. 11000.5.I to 11000.5.J -Deleted Par. 11000.10 POLICY GOVERNING DISADVANTAGED BUSINESS ENTERPRISES; re-numbered original Paragraphs 11000.11 and 11000.12 to 11000.10. and 11000.11.	01/09/02
9	Par. IX.A.1: Added additional paragraph "In certain instances, SANBAG professional services contractors are required to work closely with other public agency partners...". Re-formatted paragraph numbering to match current policy format, e.g., 11000.1 PURPOSE changed to I. PURPOSE.	07/02/03